

Scottsbluff Board of Education Regular
Meeting
Monday, May 12, 2025 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 Resignation
 - 4.b.1. Yi Ju Ting, Chinese, Scottsbluff High School
 - 4.c. Approve Minutes as follows:
 - 4.c.1. April 14, 2025
5. Expenditures
 - 5.a. Expenditures without Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, P.C:
\$1,366,025.82
 - 5.b. Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, P.C. Expenditures: \$376.00
6. Awards and Recognitions
 - 6.a. Stock Market Games
Speaker(s): Margaret Hancock
 - 6.b. Educators Rising
Speaker(s): Anne Schmall
 - 6.c. FCCLA
Speaker(s): Anne Schmall
 - 6.d. HOSA
Speaker(s): Aimee Wheeler
 - 6.e. DECA
Speaker(s): Justin Gipe
 - 6.f. ProStart
Speaker(s): Hannah Liptac
 - 6.g. SkillsUSA
Speaker(s): Rod Bussinger
 - 6.h. Nebraska Seal of Biliteracy
Speaker(s): Dr. Amanda Wilson
7. Student Report
Speaker(s): Ava Reed
8. Public Comment - a total of 120 minutes will be allotted (no more than 5 minutes per speaker).
9. Unfinished Business
 - 9.a. Board Policy Review & Revision - 4000 Series - "Personnel" - Second Reading

- 9.b. Board Policy Revisions, Removals, and Adoption: Policy 2110 - “Superintendent Job Description,” Policy 3132 - “Internal Controls,” Policy 5001 - “Admission Requirements,” Policy 8216 - “Board Member Vacancies,” Policy 8217 - “Unexcused Absences,” and Policy 8342 - “Designation Method of Giving Notice of Meetings” - Second Reading
- 10. New Business
 - 10.a. Revision of Board Policy 5008 - “Student Attendance” and Adoption of Board Policy 5008.1 - “Mandatory Ages of Attendance” - First Reading
 - 10.b. Property Disposal
Speaker(s): Marianne Carlson
 - 10.c. Request for Approval for the Simplify Writing Pilot
Speaker(s): Mike Mason
- 11. Reports and Proposals
 - 11.a. Board Members
 - 11.b. Board Committee Reports
 - 11.b.1. Curriculum & Instruction/Americanism Committee - Next Meeting: May 16, 2025 @ 11:30 AM
Speaker(s): Mike Mason
 - 11.b.2. Facility Committee - Next Meeting: June 2, 2025 @ 12:30 PM
Speaker(s): Marianne Carlson
 - 11.b.3. Finance Committee - Next Meeting: June 2, 2025 @ 11:00 AM
Speaker(s): Marianne Carlson
 - 11.b.4. Student Services Committee - Next Meeting: May 15, 2025 @ 11:30 AM
Speaker(s): Dr. Wendy Kemling
 - 11.c. From the Administrative Staff:
 - 11.c.1. Executive Director of Finance
Speaker(s): Marianne Carlson
 - 11.c.2. Executive Director of Student Services
Speaker(s): Dr. Wendy Kemling
 - 11.c.3. Executive Director of Curriculum and Instruction
Speaker(s): Mike Mason
 - 11.c.4. Superintendent
Speaker(s): Dr. Andrew Dick
- 12. Future Meetings and Dates to Remember
 - 12.a. May 13, 2025 - ReConnect Graduation @ 5:30 PM - BMS Cafeteria
 - 12.b. May 15, 2025 - Senior Academic Award Evening @ 6:00 PM - SHS Auditorium
 - 12.c. May 16, 2025 - CHOICES Senior Celebration @ 6:00 PM - SHS Cafeteria
 - 12.d. May 18, 2025 - Graduation Ceremony @ 1:00 PM - Bearcat Stadium
 - 12.e. May 22, 2025 - Last Day for Students - Early Release
 - 12.f. May 22, 2025 - Staff Appreciation Festival - 4:00-7:00 PM - Trails West Pavilion
 - 12.g. May 23, 2025 - Teacher Work Day
 - 12.h. June 9, 2025 - Board of Education Meeting
- 13. Adjournment

Scottsbluff Board of Education Regular Meeting

Monday, April 14, 2025 6:00 PM

Scottsbluff High School Board Meeting Room

313 E 27th Street

Scottsbluff, Nebraska 69361

Mark Lang: Absent

Beth Merrigan: Present

Robert Polk: Present

Scott Reisig: Present

Tory Schwartz: Present

Paul Snyder: Present

1. Opening Procedures

1.a. Call to Order

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

1.b. Roll Call

1.c. Excuse Absent Member(s)

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

Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea, Paul Snyder: 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 Beth Merrigan and a second by Paul Snyder.

Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea, Paul Snyder: Yea

4.a. Adopt Agenda

4.b. Approval of Certified Staff Hire

4.b.1. Sydney Biesecker, 5th Grade, Westmoor Elementary

4.b.2. Tina Souza, Special Education, Westmoor Elementary

4.b.3. Becky Jo Wylie, Special Education, Westmoor Elementary

4.b.4. Elizabeth Pierce, Special Education, Bluffs Middle School

4.b.5. Joshua Ozuna, Special Education, Scottsbluff High School

4.c. Approval of Certified Staff Resignation

4.c.1. Tony Simonsen, 4th Grade, Longfellow Elementary

4.c.2. Paul North, LMHP, Westmoor Elementary

4.c.3. Andrea Peterson, Special Education, Bluffs Middle School

4.c.4. Andrea Johnson, Social Studies, Scottsbluff High School

4.d. Approve Minutes as follows:

4.d.1. March 10, 2025

5. Expenditures

5.a. Expenditures without Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, P.C.:

\$1,507,618.25

Motion to approve the expenditures without Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, P.C. for the amount of \$1,507,618.25 Passed with a motion by Robert Polk and a second by Tory Schwartz.

Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea, Paul Snyder: Yea

5.b. Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, P.C. Expenditures: \$352.50

Motion to approve the expenditures for Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, P.C. for the amount of \$352.50 Passed with a motion by Tory Schwartz and a second by Beth Merrigan.

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

6. Awards and Recognitions

6.a. MATHCOUNTS

BMS MATHCOUNTS Sponsor Shelby Aaberg spoke.

6.b. SHS Math Club

SHS Math Club Sponsor Shelby Aaberg spoke.

6.c. HOSA

6.d. Speech

Scottsbluff High School Speech Sponsor Staysha Adams spoke.

6.e. Drill Team

Scottsbluff High School Drill Team Sponsor Angie Hinze spoke.

6.f. Boys Basketball

Scottsbluff High School Boys Basketball Coach Nick Goranson spoke.

6.g. Sodexo Future Chefs Challenge

Sodexo General Manager Melanie Stedman spoke.

6.h. Omaha Sports Commission Midwest Regional Spelling Bee - Emily Nerud
Westmoor Elementary Principal Bert Wright spoke.

6.i. Nebraska World Language Distinguished Scholar - Brennya Roach
Scottsbluff High School Chinese Teacher Yi Ju Ting spoke.

6.j. NSAA Champions for Coaches Award - Brad Ronne
Scottsbluff High School Activities Director Dave Hoxworth spoke.

7. Student Report

Scottsbluff High School senior Ava Reed provided an update to the Board of Education. Ava stated SHS students had another great month in March as Spring activities and sports began their respective seasons. At State HOSA, 25 students and teams placed in the top three in 19 different events. DECA students placed in 21 events, qualifying 13 students for their respective national competitions. Mu Alpha Theta students competed in the PROBE 2 scholarship competition, and four students placed in the top 25, each earning scholarships. Logan Polk finished in 3rd place, tying a school record, and earning a noteworthy scholarship. ProStart had an excellent state competition, with the SHS Management Team winning the state championship and the Culinary Team placing 3rd. The Speech Team had a fabulous showing at the Class A District Speech Competition, placing second with 12 students qualifying for the state competition. In addition, five students placed in the top five at State Speech, with Ava and Marlowe Osborne earning 2nd place in Duo. Approximately 15 future construction management students visited UNO to tour their program.

Last week was Prom week for SHS students and Ava congratulated the Prom King and Queen, Noah Shaddick and Payton May. ACT, PreACT, and MAPS testing days were well-attended with the highest turnout ever for the ACT Testing Day. SHS students finished hosting another fantastic musical, Anastasia, and Ava congratulated the cast, crew, and ensemble members for another great performance. Ava stated SHS students are looking forward to a successful final stretch of the school year with many banquets, activities, and concerts in both April and May. Ava thanked the Board of Education for their continued supported of both students and staff.

8. Public Comment - a total of 120 minutes will be allotted (no more than 5 minutes per speaker). There were no members of the public present who wished to address the Board of Education.

9. Update

9.a. Strategic Priority #4 - Safety and Security

Executive Director of Student Services Dr. Wendy Kemling and Director of Safety and Security James Todd provided an update to the Board of Education on Strategic Priority #4 - "Scottsbluff Public Schools Commits to Providing a Safe and Secure Environment for Students and Staff."

9.b. Annual Budget Presentation

Superintendent Dr. Andrew Dick and Executive Director of Finance Marianne Carlson provided an update to the Board of Education.

10. New Business

10.a. Board Policy Review & Revision - 4000 Series - "Personnel" - First Reading

10.b. Board Policy Revisions, Removals, and Adoption: Policy 2110 - "Superintendent Job Description," Policy 3132 - "Internal Controls," Policy 4115 - "Certificated Employee Continued

Education Credit,” Policy 5001 - “Admission Requirements,” Policy 8216 - “Board Member Vacancies,” Policy 8217 - “Unexcused Absences,” and Policy 8342 - Designation Method of Giving Notice of Meetings” - First Reading

10.c. Annual Review of Board Policy 5415 - “Anti-Bullying”

Motion to approve the review of Board Policy 5415 - "Anti-Bullying" as presented. Passed with a motion by Tory Schwartz and a second by Robert Polk.

Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea, Paul Snyder: Yea

10.d. Annual Review of Board Policy 6370 - “Multicultural Education”

Executive Director of Curriculum and Instruction Mike Mason provided an annual report to the Board of Education.

Motion to approve the review of Board Policy 6370 - "Multicultural Education" as presented.

Passed with a motion by Robert Polk and a second by Paul Snyder.

Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea, Paul Snyder: Yea

10.e. Request for Approval for Reveal Algebra 1 and Geometry

Motion to approve the purchase of Reveal Algebra 1 and Geometry from McGraw Hill

Publishing for the 2025-2026 school year. Passed with a motion by Paul Snyder and a second by Beth Merrigan.

Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea, Paul Snyder: Yea

10.f. FSMC Renewal Agreement 2025-2026

Motion to authorize Marianne Carlson, as School Food Authority representative for the District, to sign the renewal of the Food Service Management Contract for the 2025-2026 school year.

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

Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea, Paul Snyder: Yea

10.g. PreK-12 2025-2026 School Calendar

Motion to approve the PreK-12 2025-2026 School Calendar as presented. Passed with a motion by Tory Schwartz and a second by Robert Polk.

Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea, Paul Snyder: Yea

11. Reports and Proposals

11.a. Board Members

Board Member Tory Schwartz noted the array of awards and recognitions at tonight's Board meeting, stating these do not go unnoticed. Tory stated there are multiple staff members who work with these kids at different points in their lives, and to see the success of the students is a lot of fun. He encouraged the staff members to keep up the good work.

Board President Scott Reisig stated he was in attendance at the recent Scottsbluff High School musical and noted it was a fantastic show. Scott stated the students did a fantastic job, and it was a very fun and special night. Scott offered his congratulations to all those involved in the musical.

11.b. Board Committee Reports

11.b.1. Curriculum & Instruction/Americanism Committee - Next Meeting: April 25, 2025 @ 11:30 AM

Executive Director of Curriculum and Instruction Mike Mason reported Scottsbluff High School students are wrapping up testing, and so far have only three students remaining needing to complete their tests. Mike reported students will complete the NSCAS testing for grades 3-8 after the upcoming break. He noted that SBPS teachers have done a fabulous job throughout the year of providing high quality instruction and preparing their students for assessments. Mike noted the District will not receive scores until later this summer, but regardless of what the scores are, all SBPS teachers have dedicated a lot of time and effort into preparing their students as best as possible. Mike extended thanks to all teachers, principals, and Content Area Specialists for their work.

11.b.2. Facility Committee - Next Meeting: May 6, 2025 @ 12:00 PM

No report.

11.b.3. Finance Committee - Next Meeting: May 5, 2025 @ 11:30 AM

No report.

11.b.4. Student Services Committee - Next Meeting: April 23, 2025 @ 11:30 AM

No report.

11.c. From the Administrative Staff

11.c.1. Executive Director of Finance

Executive Director of Finance Marianne Carlson updated the Board of Education on an approved change order for the Scottsbluff Public Schools Education Center as per Board Policy 3133.

11.c.2. Executive Director of Student Services

No report.

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

No report.

11.c.4. Superintendent

Superintendent Dr. Andrew Dick stated tonight's Board meeting was a reminder of what a privilege it is to serve Scottsbluff Public Schools as its Superintendent. Dr. Dick noted that throughout the years he has attended many Board meetings, but had not previously seen a meeting where students had to be organized and wait in the hallway to be called into the Board Room because there are so many recognitions. Dr. Dick also noted there were multiple recognitions on the agenda that the Board has not previously recognized, which speaks to the accomplishments and achievements of SBPS students and the staff members who contribute to their success. Dr. Dick commented it is with tremendous pride that students, including elementary, middle school, and high school students, are recognized across a number of different areas for their accomplishments.

Dr. Dick recognized all those involved in this year's musical, including Mr. Brad Ronne and his team. He commented Mr. Ronne has a knack for selecting the musical that fits the talent of his current students. Dr. Dick also commended the work that went into the scene production, noting that Mr. Aguillo shared it was one of the more challenging ones to put together. Dr. Dick again commended all those who were involved in the production, stating it takes an entire team to put together a production of that quality.

12. Future Meetings and Dates to Remember

12.a. April 17-21, 2025 - No School for Students and Staff

12.b. May 5, 2025 - PD Day - No School for Students

12.c. May 7, 2025 - Retirement and Recognition Ceremony @ 4:00 PM - SHS Commons

12.d. May 12, 2025 - Board of Education Meeting

12.e. May 13, 2025 - ReConnect Graduation @ 5:30 PM - BMS Cafeteria

12.f. May 18, 2025 - Graduation

12.g. May 22, 2025 - Last Day for Students - Early Release at 11:30 AM

12.h. May 22, 2025 - Staff Appreciation Festival - 4:00-7:00 PM - Trails West Pavilion

13. Adjournment

The Regular Board of Education Meeting was adjourned at 7:55 PM.

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

Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea, Paul Snyder: Yea

Scottsbluff Public Schools

General Ledger - Fund 1 Expenditures for Board

Fiscal Year: 2024-2025 From Date:4/1/2025 To Date:4/30/2025

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	\$32,000.00	\$0.00	(\$32,000.00)	0.00%
105 - SUPERINTENDENT SALARY	\$216,000.00	\$18,000.00	\$144,000.00	\$72,000.00	\$0.00	100.00%
110 - NON INSTRUCTION WAGES	\$4,370,174.74	\$366,709.04	\$2,587,804.42	\$379,520.69	\$1,402,849.63	67.90%
111 - SALARIES TEACHERS/PROFESSIONAL STAFF	\$24,473,645.97	\$1,997,650.28	\$15,899,075.84	\$7,967,956.52	\$606,613.61	97.52%
112 - INSTRUCTIONAL AIDE WAGES	\$3,109,140.09	\$361,957.47	\$2,356,718.30	\$15,973.21	\$736,448.58	76.31%
113 - SUBS	\$15,600.00	\$0.00	\$1,150.00	\$0.00	\$14,450.00	7.37%
114 - SALARIES TECHNICAL STAFF	\$320,812.60	\$27,925.34	\$215,351.34	\$75,411.72	\$30,049.54	90.63%
116 - REGULAR NON CERTIFIED STAFF	\$411,384.00	\$37,345.78	\$278,924.81	\$156,068.47	(\$23,609.28)	105.74%
120 - NON INSTRUCTION TEMP WAGES	\$154,230.00	\$5,521.45	\$89,700.82	\$40.00	\$64,489.18	58.19%
121 - SALARIES OF TEMP EMP PD TO TEACH/PROF	\$357,638.09	\$46,764.19	\$380,408.72	\$22,903.81	(\$45,674.44)	112.77%
125 - TEMPORARY HELP - ACT	\$30,975.00	\$3,705.00	\$6,680.00	\$0.00	\$24,295.00	21.57%
130 - OVERTIME NON INSTRUCTION	\$59,711.00	\$15,113.12	\$99,630.08	\$0.00	(\$39,919.08)	166.85%
134 - OVERTIME TECHNICAL STAFF	\$0.00	\$9.47	\$66.18	\$0.00	(\$66.18)	0.00%
150 - NON INSTRUCTIONAL STAFF	\$0.00	\$0.00	\$59,337.50	\$0.00	(\$59,337.50)	0.00%
151 - CERTIFIED STIPENDS NEGOTIATED	\$784,874.45	\$89,817.26	\$1,043,789.76	\$367,351.88	(\$626,267.19)	179.79%
152 - ADDITIONAL COMP INSTRUCTIONAL AIDES/ASSTS	\$0.00	\$0.00	\$54,781.25	\$0.00	(\$54,781.25)	0.00%
154 - TECHNICAL STAFF	\$0.00	\$0.00	\$4,500.00	\$0.00	(\$4,500.00)	0.00%
156 - PROFESSIONAL NON-CERTIFICATED STAFF	\$0.00	\$0.00	\$3,562.50	\$0.00	(\$3,562.50)	0.00%
161 - CERTIFIED STIPENDS ADDITIONAL	\$31,000.00	\$3,802.96	\$39,148.92	\$4,249.99	(\$12,398.91)	140.00%
210 - GROUP INSURANCE	\$28,270.61	\$2,748.00	\$19,334.93	\$2,682.11	\$6,253.57	77.88%
211 - GROUP INSURANCE FOR TEACHERS/PROF STAFF	\$179,086.58	\$14,266.18	\$112,860.93	\$56,594.28	\$9,631.37	94.62%
212 - GROUP INSURANCE INSTRUCTIONAL AIDES/ASSTS	\$22,038.65	\$2,551.15	\$16,799.83	\$119.80	\$5,119.02	76.77%
214 - GROUP INSURANCE TEHNCIAL STAFF	\$2,406.09	\$209.52	\$1,607.34	\$565.61	\$233.14	90.31%
215 - GROUP INSURANCE SUPERINTENDENTS	\$1,620.00	\$135.00	\$1,080.00	\$540.00	\$0.00	100.00%
216 - GROUP INSURANCE NON CERT PROF STAFF	\$3,085.39	\$292.63	\$2,199.00	\$1,170.52	(\$284.13)	109.21%
220 - FICA SS	\$336,580.04	\$27,830.62	\$202,287.20	\$27,636.74	\$106,656.10	68.31%
221 - FICA SS TEACHERS	\$1,969,662.54	\$153,133.16	\$1,245,324.38	\$598,348.76	\$125,989.40	93.60%
222 - FICA SS INSTRUCTIONAL AIDES/ASSTS	\$233,029.71	\$27,438.73	\$181,801.64	\$1,154.40	\$50,073.67	78.51%
223 - FICA SS SUBSTITUTE TEACHERS	\$0.00	\$0.00	\$87.59	\$0.00	(\$87.59)	0.00%
224 - FICA SS TECHNICAL STAFF	\$24,542.18	\$2,102.26	\$16,430.96	\$5,644.89	\$2,466.33	89.95%
225 - FICA SS SUPERINTENDENTS	\$16,524.00	\$1,352.01	\$8,090.38	\$5,408.04	\$3,025.58	81.69%
226 - FICA SS PROF NON CERT STAFF	\$31,470.88	\$2,709.98	\$20,683.14	\$10,839.20	(\$51.46)	100.16%

Scottsbluff Public Schools

General Ledger - Fund 1 Expenditures for Board

Fiscal Year: 2024-2025 From Date:4/1/2025 To Date:4/30/2025

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
230 - RETIREMENT CONTRIBUTIONS	\$388,573.19	\$37,188.09	\$263,037.27	\$36,864.20	\$88,671.72	77.18%
231 - RETIREMENT TEACHERS/PROF STAFF	\$2,235,970.14	\$188,047.39	\$1,501,660.14	\$744,077.00	(\$9,767.00)	100.44%
232 - RETIREMENT INSTRUCTIONAL AIDES/ASSTS	\$293,534.26	\$35,206.51	\$229,581.04	\$1,577.80	\$62,375.42	78.75%
233 - RETIREMENT SUBSTITUTES	\$0.00	\$0.00	\$9.88	\$0.00	(\$9.88)	0.00%
234 - RETIREMENT TECHNICAL STAFF	\$31,689.22	\$2,759.35	\$21,168.67	\$7,449.04	\$3,071.51	90.31%
235 - RETIREMENT SUPERINTENDENTS	\$21,336.05	\$1,778.00	\$14,224.00	\$7,112.00	\$0.05	100.00%
236 - RETIREMENT PROF NON CERT STAFF	\$40,635.69	\$3,854.03	\$28,961.32	\$15,416.11	(\$3,741.74)	109.21%
240 - ON BEHALF OF	\$278,775.00	\$0.00	\$207,714.10	\$0.00	\$71,060.90	74.51%
251 - TUITION REIMBURSEMENT TEACHERS/PROF STAFF	\$0.00	\$0.00	\$6,135.30	\$0.00	(\$6,135.30)	0.00%
260 - UNEMPLOYMENT NON INSTRUCTION	\$13,203.87	\$1,206.53	\$9,224.47	\$2,781.02	\$1,198.38	90.92%
280 - HEALTH BENEFITS-NON INSTRUCTIONAL	\$175,092.60	\$15,580.65	\$117,851.34	\$17,645.00	\$39,596.26	77.39%
281 - HEALTH BENEFITS-TEACHERS/PROFESSIONAL STAFF	\$789,276.87	\$65,923.28	\$528,697.65	\$261,537.04	(\$957.82)	100.12%
282 - HEALTH BENEFITS-INSTRUCTIONAL AIDES/ASSISTANTS	\$634,373.36	\$13,394.71	\$102,273.39	\$2,035.96	\$530,064.01	16.44%
284 - HEALTH BENEFITS-IT SUPPORT STAFF	\$6,107.88	\$508.99	\$4,071.92	\$2,035.96	\$0.00	100.00%
286 - HEALTH BENEFITS-PROFESSIONAL NON CERTIFIED STAFF	\$23,413.56	\$2,963.57	\$23,715.88	\$11,876.44	(\$12,178.76)	152.02%
290 - DO NOT USE	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
291 - OTHER BENEFITS TEACHERS/PROF STAFF	\$10,500.00	\$525.00	\$37,262.94	\$0.00	(\$26,762.94)	354.89%
310 - PROFESSIONAL & TECHNICAL SERVICES	\$11,600.00	\$0.00	\$0.00	\$0.00	\$11,600.00	0.00%
312 - REPAIRS	\$51,320.00	\$185.96	\$4,040.83	\$1,410.00	\$45,869.17	10.62%
314 - INSERVICE	\$213,789.00	\$10,254.00	\$68,140.73	\$434.00	\$145,214.27	32.08%
315 - ACCOUNTING & AUDITING SERVICES	\$32,050.00	\$0.00	\$38,000.00	\$0.00	(\$5,950.00)	118.56%
316 - DATA PROCESSING	\$6,000.00	\$1,000.00	\$3,520.00	\$0.00	\$2,480.00	58.67%
317 - LEGAL SERVICES	\$68,250.00	\$3,475.60	\$22,424.30	\$0.00	\$45,825.70	32.86%
318 - CONTRACTED OR SECURED SERVICES	\$292,296.00	\$1,228.55	\$9,753.60	\$0.00	\$282,542.40	3.34%
319 - OTHER PROFESSIONAL & TECHNICAL SERVICES	\$826,423.00	\$85,070.61	\$514,108.96	\$5,905.04	\$306,409.00	62.92%
320 - PROPERTY SERVICES	\$0.00	\$0.00	\$580.00	\$0.00	(\$580.00)	0.00%
321 - FUEL	\$361,200.00	\$0.00	\$154,566.89	\$0.00	\$206,633.11	42.79%
322 - ELECTRICITY	\$562,675.00	\$50,486.12	\$433,542.03	\$3,715.58	\$125,417.39	77.71%
323 - WATER & SEWER	\$91,350.00	\$2,848.82	\$62,809.09	\$4,814.08	\$23,726.83	74.03%
325 - GARBAGE	\$98,700.00	\$8,361.43	\$69,811.38	\$13,837.86	\$15,050.76	84.75%
327 - RENTALS OR LEASES	\$210,225.00	\$5,324.71	\$50,863.55	\$7,551.44	\$151,810.01	27.79%
328 - PROPERTY INSURANCE	\$697,200.00	\$0.00	\$994,794.00	\$0.00	(\$297,594.00)	142.68%
330 - EMPLOYEE TRAINING AND DEVELOPMENT	\$94,000.00	\$920.35	\$5,517.00	\$90.00	\$88,393.00	5.96%
331 - CONTRACTED PUPIL TRANSPORTATION	\$1,181,550.00	\$104,558.35	\$778,672.43	\$0.00	\$402,877.57	65.90%

Scottsbluff Public Schools

General Ledger - Fund 1 Expenditures for Board

Fiscal Year: 2024-2025 From Date:4/1/2025 To Date:4/30/2025

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
332 - MILEAGE TO PARENTS	\$3,875.00	\$163.20	\$1,658.50	\$100.80	\$2,115.70	45.40%
336 - GAS & OIL	\$179,750.00	\$14,069.70	\$118,833.62	\$0.00	\$60,916.38	66.11%
337 - TIRES & PARTS	\$12,725.00	\$124.96	\$8,336.17	\$0.00	\$4,388.83	65.51%
338 - REPAIRS & MAINTENANCE TO VEHICLES	\$35,875.00	\$7,787.14	\$73,997.52	\$0.00	(\$38,122.52)	206.26%
340 - LIABILITY INSURANCE	\$2,625.00	\$0.00	\$0.00	\$0.00	\$2,625.00	0.00%
350 - ADVERTISING & PRINTING	\$28,295.00	\$318.52	\$9,613.24	\$0.00	\$18,681.76	33.98%
363 - TUITION PAID-OTHER	\$65,000.00	\$8,646.70	\$434,776.90	\$0.00	(\$369,776.90)	668.89%
370 - TUITION PAID-SPED	\$611,500.00	\$47,927.90	\$251,909.69	\$0.00	\$359,590.31	41.20%
380 - COMMUNICATIONS	\$131,375.00	\$15,323.93	\$90,707.27	\$22,993.52	\$17,674.21	86.55%
381 - POSTAGE	\$21,669.98	\$0.00	\$11,977.47	\$0.00	\$9,692.51	55.27%
382 - DISTANCE ED & TELECOMMUNICATIONS	\$35,420.00	\$2,020.17	\$15,899.70	\$0.00	\$19,520.30	44.89%
390 - OTHER PURCHASED SERVICES	\$51,675.00	\$0.00	\$5,530.00	\$0.00	\$46,145.00	10.70%
391 - COPY SERVICE-BUILDINGS	\$1,320.00	\$0.00	\$0.00	\$0.00	\$1,320.00	0.00%
395 - SUBAWARDS/SUBCONTRACTS	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	0.00%
397 - SUBAWARDS/SUBCONTRACTS	\$0.00	\$0.00	\$1,600.00	\$0.00	(\$1,600.00)	0.00%
398 - SUBAWARDS/SUBCONTRACTS	\$15,000.00	\$1,901.00	\$9,368.00	\$0.00	\$5,632.00	62.45%
399 - SUBAWARDS/SUBCONTRACTS	\$16,000.00	\$1,700.00	\$15,200.00	\$0.00	\$800.00	95.00%
400 - SUPPLIES & MATERIALS	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
410 - SUPPLIES	\$1,122,257.26	\$48,595.38	\$525,602.33	\$22,130.62	\$574,524.31	48.81%
411 - TAXES	\$6,150.00	\$0.00	\$0.00	\$0.00	\$6,150.00	0.00%
415 - ANNUAL PURCHASE SUPPLIES	\$244,112.94	\$16,972.77	\$153,459.57	\$74,130.58	\$16,522.79	93.23%
420 - TEXTBOOKS	\$419,155.00	\$117,246.34	\$220,672.34	\$2,490.00	\$195,992.66	53.24%
430 - LIBRARY BOOKS	\$19,820.64	\$13,585.00	\$20,274.32	\$12,207.21	(\$12,660.89)	163.88%
440 - PERIODICALS	\$19,726.00	\$10.00	\$244.00	\$0.00	\$19,482.00	1.24%
450 - AUDIO-VISUAL MATERIALS	\$5,100.00	\$0.00	\$1,472.99	\$0.00	\$3,627.01	28.88%
451 - CONSTRUCTION SERVICES	\$0.00	\$0.00	\$2,203.76	\$0.00	(\$2,203.76)	0.00%
460 - COMPUTER HARDWARE < 5000	\$283,925.00	\$1,913.62	\$485,450.62	\$35,000.55	(\$236,526.17)	183.31%
465 - COMPUTER SOFTWARE	\$272,534.00	\$13,724.92	\$138,692.67	\$4,450.00	\$129,391.33	52.52%
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	\$16,290.00	\$0.00	\$60,110.00	21.32%
470 - FOOD	\$50,000.00	\$5,562.25	\$44,064.73	\$0.00	\$5,935.27	88.13%
475 - FEE WAIVER	\$15,250.00	\$805.00	\$4,535.15	\$0.00	\$10,714.85	29.74%
480 - FURNITURE & EQUIPMENT <\$5000	\$22,027.00	\$4,025.56	\$66,627.05	\$799.73	(\$45,399.78)	306.11%
490 - OTHER SUPPLIES & MATERIALS	\$0.00	\$0.00	\$315.11	\$0.00	(\$315.11)	0.00%
520 - BUILDING, ACQUISITION IMPROVEMENT	\$183,750.00	\$0.00	(\$6.24)	\$0.00	\$183,756.24	0.00%

Scottsbluff Public Schools

General Ledger - Fund 1 Expenditures for Board

Fiscal Year: 2024-2025 From Date:4/1/2025 To Date:4/30/2025

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
530 - FURNITURE & EQUIPMENT	\$413,890.00	\$614.90	\$6,380.06	\$0.00	\$407,509.94	1.54%
550 - VEHICLE ACQUISITION	\$160,000.00	\$10.00	\$115,054.00	\$0.00	\$44,946.00	71.91%
560 - COMPUTER HARDWARE	\$185,950.00	\$0.00	\$139.08	\$0.00	\$185,810.92	0.07%
563 - INSURANCE PAYMENTS	\$2,625.00	\$0.00	\$0.00	\$0.00	\$2,625.00	0.00%
630 - DUES & FEES	\$105,050.00	\$1,273.77	\$25,162.78	\$0.00	\$79,887.22	23.95%
670 - TRAVEL EXPENSE & MILEAGE	\$541,380.60	\$35,675.26	\$367,029.31	\$4,983.21	\$169,368.08	68.72%
671 - PROFESSIONAL DEVELOPMENT	\$10,000.00	\$57.82	\$258.30	\$0.00	\$9,741.70	2.58%
672 - PROFESSIONAL DEV TRAVEL	\$5,000.00	\$0.00	\$375.00	\$0.00	\$4,625.00	7.50%
673 - PROFESSIONAL DEV TRAVEL	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
674 - PROFESSIONAL DEV TRAVEL	\$1,000.00	\$0.00	\$372.00	\$0.00	\$628.00	37.20%
675 - FIELD TRIPS	\$32,429.00	\$0.00	\$10,339.87	\$0.00	\$22,089.13	31.88%
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	\$0.00	\$0.00	\$10,000.00	0.00%
690 - MISCELLANEOUS EXPENSES	\$106,110.00	\$4,968.86	\$69,789.22	\$2,745.80	\$33,574.98	68.36%
695 - FAMILY INVOLVEMENT	\$8,750.00	\$0.00	\$1,089.61	\$0.00	\$7,660.39	12.45%
999 - CREDIT FOR USE	(\$164,850.00)	\$0.00	(\$225,472.52)	\$0.00	\$60,622.52	136.77%
01 - GENERAL FUND Total:	\$52,392,259.72	\$4,216,765.87	\$34,531,775.05	\$11,102,378.23	\$6,758,106.44	87.10%

Scottsbluff Public Schools

General Ledger - Fund 1 Expenditures for Board

Fiscal Year: 2024-2025 From Date:4/1/2025 To Date:4/30/2025

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:

\$52,392,259.72

\$4,216,765.87

\$34,531,775.05

\$11,102,378.23

\$6,758,106.44

87.10%

End of Report

Scottsbluff Public Schools

Fund Balances

Fiscal Year: 2024-2025

Month: April

Year: 2025

Fund Type:

☐ Include Cash Balance

☐ FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
01	GENERAL FUND	\$16,593,207.87	\$38,676,079.90	(\$34,531,775.05)	\$0.00	\$20,737,512.72
02	SPECIAL BUILDING FUND	\$3,807,804.54	\$857,207.44	(\$2,709,244.51)	\$0.00	\$1,955,767.47
03	SCHOOL LUNCH FUND	\$2,024,283.05	\$1,620,022.97	(\$1,616,096.39)	\$0.00	\$2,028,209.63
04	QUAL CAPITAL PURPOSE FUND	\$534,458.50	\$252,555.34	(\$84,220.70)	\$0.00	\$702,793.14
05	ACTIVITY FUND	\$525,895.65	\$682,606.87	(\$724,150.39)	\$0.00	\$484,352.13
06	DEPRECIATION FUND	\$2,722,270.81	\$0.00	(\$671,746.03)	\$0.00	\$2,050,524.78
07	STUDENT FEE FUND	\$18,321.39	\$9,549.03	(\$16,841.33)	\$0.00	\$11,029.09
08	EMPLOYEE BENEFIT FUND	\$21,733.28	\$208,498.41	(\$186,304.08)	\$0.00	\$43,927.61
09	COOPERATIVE FUND	\$54,048.76	\$123,313.35	(\$123,988.09)	\$0.00	\$53,374.02
10	BOND FUND	\$4,244,871.63	\$1,070,191.25	(\$2,371,961.00)	\$0.00	\$2,943,101.88
Grand Total:		\$30,546,895.47	\$43,500,024.56	(\$43,036,327.57)	\$0.00	\$31,010,592.47

End of Report

Scottsbluff Public Schools

Revenue Report

☐ Summary Only

From Date: 4/1/2025

To Date: 4/30/2025

Fiscal Year: 2024-2025

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	\$26.61	\$359.09	(\$359.09)	0.00%
01.1.1110.100.0.000.00 LOCAL DISTRICT TAXES	\$12,408,343.00	\$390,882.25	\$2,925,020.09	\$9,483,322.91	76.43%
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	\$403,907.85	\$406,790.24	\$93,209.76	18.64%
01.1.1125.100.0.000.00 MOTOR VEHICLE TAX	\$1,400,000.00	\$134,197.70	\$944,857.94	\$455,142.06	32.51%
01.1.1270.100.0.000.00 PRESCHOOL RECEIPTS	\$120,000.00	\$9,031.60	\$84,998.04	\$35,001.96	29.17%
01.1.1270.100.0.015.00 PRESCHOOL RECEIPTS	\$0.00	\$13,711.50	\$135,482.07	(\$135,482.07)	0.00%
01.1.1270.102.0.015.00 BAD DEBT WRITE OFF	\$0.00	(\$26.61)	(\$105.97)	\$105.97	0.00%
01.1.1271.100.0.015.00 PRESCHOOL RECEIPTS	\$0.00	\$5,281.10	\$54,233.61	(\$54,233.61)	0.00%
01.1.1271.102.0.015.00 BAD DEBT WRITE OFF	\$0.00	\$0.00	(\$9.75)	\$9.75	0.00%
01.1.1410.100.0.000.00 INTEREST INVESTMENTS/DIGITAL GRAPHIC ART	\$450,000.00	\$63,044.64	\$493,795.57	(\$43,795.57)	-9.73%
01.1.1610.100.0.000.00 LOCAL LICENSE FEES	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%
01.1.1810.100.0.050.00 AFTER SCHOOL PROGRAM	\$0.00	\$814.74	\$5,775.39	(\$5,775.39)	0.00%
01.1.1810.100.0.060.00 AFTER SCHOOL PROGRAM	\$0.00	\$2,256.18	\$17,644.53	(\$17,644.53)	0.00%
01.1.1810.100.0.080.00 AFTER SCHOOL PROGRAM	\$0.00	\$868.40	\$6,713.78	(\$6,713.78)	0.00%
01.1.1810.102.0.050.00 BAD DEBT WRITE OFF	\$0.00	\$0.00	(\$35.34)	\$35.34	0.00%
01.1.1810.102.0.060.00 AFTER SCHOOL PROGRAM	\$0.00	\$0.00	(\$179.68)	\$179.68	0.00%
01.1.1810.102.0.080.00	\$0.00	\$0.00	(\$21.35)	\$21.35	0.00%

Scottsbluff Public Schools

Revenue Report

☐ Summary Only

From Date: 4/1/2025

To Date: 4/30/2025

Fiscal Year: 2024-2025

Account Number / Description	Budget	Range To Date	YTD	Uncollected Balance	% Remaining
BAD DEBT WRITE OFF					
01.1.1820.100.0.015.00	\$0.00	\$1,754.73	\$21,854.88	(\$21,854.88)	0.00%
PRESCHOOL BEFORE & AFTER SCHOOL CARE					
01.1.1820.102.0.015.00	\$0.00	\$0.00	(\$7.00)	\$7.00	0.00%
BAD DEBT WRITE OFF					
01.1.1910.100.0.000.00	\$10,000.00	\$3,850.00	\$8,725.00	\$1,275.00	12.75%
RENTAL - SCHOOL FACILITIES					
01.1.1925.100.0.000.00	\$0.00	\$0.00	\$2,910.42	(\$2,910.42)	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	\$21,126.63	\$136,999.27	\$63,000.73	31.50%
COUNTY FINES & LICENSES					
01.1.3110.100.0.000.00	\$18,334,444.00	\$1,801,346.90	\$14,410,775.20	\$3,923,668.80	21.40%
STATE AID					
01.1.3110.100.0.015.00	\$0.00	\$32,097.10	\$256,776.80	(\$256,776.80)	0.00%
STATE AID					
01.1.3120.100.0.000.00	\$5,800,000.00	\$926,581.00	\$4,483,680.00	\$1,316,320.00	22.70%
SPECIAL ED					
01.1.3125.100.0.000.00	\$55,000.00	\$0.00	\$0.00	\$55,000.00	100.00%
SPECIAL EDUC. TRANSPORTATION					
01.1.3130.100.0.000.00	\$0.00	\$85,392.52	\$170,785.04	(\$170,785.04)	0.00%
HOMESTEAD EXEMPTION					
01.1.3131.100.0.000.00	\$0.00	\$0.00	\$1,818,082.42	(\$1,818,082.42)	0.00%
PROPERTY TAX CREDIT					
01.1.3132.100.0.000.00	\$0.00	\$0.00	\$439,630.30	(\$439,630.30)	0.00%
PERSONAL PROPERTY TAX CREDIT					
01.1.3135.100.0.000.00	\$10,000.00	\$0.00	\$16,354.00	(\$6,354.00)	-63.54%
HIGH ABILITY LEARNERS					
01.1.3180.100.0.000.00	\$55,000.00	\$0.00	\$0.00	\$55,000.00	100.00%
PRO RATE MOTOR VEHICLE TAX					
01.1.3200.100.0.000.00	\$350,000.00	\$0.00	\$1,109,559.95	(\$759,559.95)	-217.02%
STATE APPORTIONMENT					
01.1.3540.100.0.000.00	\$200,000.00	\$0.00	\$31,457.62	\$168,542.38	84.27%
STATE EARLY CHILDHOOD-STADIUM					
01.1.3541.100.0.000.00	\$306,850.00	\$0.00	\$299,952.00	\$6,898.00	2.25%

Scottsbluff Public Schools

Revenue Report

☐ Summary Only

From Date: 4/1/2025

To Date: 4/30/2025

Fiscal Year: 2024-2025

Account Number / Description	Budget	Range To Date	YTD	Uncollected Balance	% Remaining
EARLY CHILDHOOD SIXPENCE					
01.1.3990.100.0.000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%
OTHER STATE RECEIPTS					
01.1.3992.100.0.000.00	\$0.00	\$0.00	\$15,000.00	(\$15,000.00)	0.00%
EDUCATION QUEST					
01.1.3996.100.0.000.00	\$0.00	\$0.00	\$8,499.75	(\$8,499.75)	0.00%
ENGINEERING PATHWAYS ASP GRANT					
01.1.4200.100.0.000.00	\$1,100,000.00	\$0.00	\$1,096,095.00	\$3,905.00	0.36%
TITLE 1, PART A					
01.1.4222.100.0.000.00	\$22,500.00	\$0.00	\$11,025.00	\$11,475.00	51.00%
MCKINNEY HOMELESS GRANT					
01.1.4310.100.0.000.00	\$145,000.00	\$0.00	\$66,325.00	\$78,675.00	54.26%
TITLE II, PART A					
01.1.4406.100.0.000.00	\$20,896.00	\$0.00	\$20,971.00	(\$75.00)	-0.36%
IDEA PRESCHOOL BASE ALLOC					
01.1.4410.100.0.000.00	\$822,938.00	\$0.00	\$820,014.00	\$2,924.00	0.36%
IDEA/ENROLLMENT & POVERTY					
01.1.4412.100.0.000.00	\$24,220.00	\$0.00	\$30,919.00	(\$6,699.00)	-27.66%
IDEA PART B PORPORTIONALTE SHARE					
01.1.4450.100.0.000.00	\$200,000.00	\$118,021.66	\$301,120.52	(\$101,120.52)	-50.56%
M.I.P.S.					
01.1.4455.100.0.000.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00%
MEDICAID CLAIM PROCESSING					
01.1.4510.100.0.000.00	\$0.00	\$0.00	\$207,673.46	(\$207,673.46)	0.00%
TITLE IV STUDENT SUPPORT & ACADEMIC ENRICHMENT GRA					
01.1.4700.100.0.000.00	\$60,447.00	\$0.00	\$97,932.00	(\$37,485.00)	-62.01%
CARL PERKINS					
01.1.4910.100.0.000.00	\$27,758.00	\$3,456.00	\$35,462.86	(\$7,704.86)	-27.76%
INDIAN EDUCATION					
01.1.4925.100.0.000.00	\$26,000.00	\$0.00	\$26,363.72	(\$363.72)	-1.40%
TITLE III ELL					
01.1.4967.100.0.000.00	\$88,000.00	\$0.00	\$64,647.00	\$23,353.00	26.54%
TITLE IV PART A					
01.1.4968.100.0.000.00	\$0.00	\$0.00	\$150,000.00	(\$150,000.00)	0.00%
21ST CENTURY GRANT (TITLE IV, PART B)					
01.1.4968.100.1.060.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%

Scottsbluff Public Schools

Revenue Report

☐ Summary Only

From Date: 4/1/2025

To Date: 4/30/2025

Fiscal Year: 2024-2025

Account Number / Description	Budget	Range To Date	YTD	Uncollected Balance	% Remaining
21ST CENTURY GRANT (TITLE IV, PART B)					
01.1.4968.100.1.070.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%
21ST CENTURY GRANT (TITLE IV, PART B)					
01.1.4968.100.1.080.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%
21ST CENTURY GRANT (TITLE IV, PART B)					
01.1.4988.100.0.000.00	\$0.00	\$0.00	\$213,720.00	(\$213,720.00)	0.00%
ARP - ELO					
01.1.4989.100.0.000.00	\$0.00	\$0.00	\$98,222.00	(\$98,222.00)	0.00%
ARP - ELO SUMMER					
01.1.4992.100.0.000.00	\$55,000.00	\$0.00	\$0.00	\$55,000.00	100.00%
AFJROTC					
01.1.4993.100.0.000.00	\$0.00	\$0.00	\$17,599.00	(\$17,599.00)	0.00%
ARP HCY I					
01.1.4995.100.0.000.00	\$3,000,000.00	\$138,306.74	\$842,634.01	\$2,157,365.99	71.91%
CATEGORICAL GRANTS					
01.1.4998.100.0.000.00	\$5,236,235.00	\$0.00	\$6,210,106.00	(\$973,871.00)	-18.60%
ESSER III Grant					
01.1.5250.000.0.000.00	\$0.00	\$14,527.38	\$14,527.38	(\$14,527.38)	0.00%
BOY/GIRL SWIMMING					
01.1.5301.100.0.000.00	\$0.00	\$0.00	(\$275.00)	\$275.00	0.00%
INSURANCE ADJUSTMENTS					
01.1.5400.100.0.000.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%
SALE OF PROPERTY					
01.1.5690.100.0.000.00	\$25,000.00	\$30.00	\$44,644.04	(\$19,644.04)	-78.58%
OTHER NON-REVENUE RECEIPTS					
Fund 01 Total:	\$51,475,131.00	\$4,170,486.62	\$38,676,079.90	\$12,799,051.10	24.86%
Grand Total:	\$51,475,131.00	\$4,170,486.62	\$38,676,079.90	\$12,799,051.10	24.86%

End of Report

FOR BOARD REPORT : April 2025

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FUND	PAYROLL	AP DISBURSEMENTS	OTHER EXPENSES*	TOTAL
General	\$ 3,574,137.19	\$ 643,176.83	\$ (548.15)	\$ 4,216,765.87
Special Building		\$ 342,497.76	\$ -	\$ 342,497.76
Cafeteria		\$ 223,249.66	\$ 345.60	\$ 223,595.26
Qualified Capital Purpose Undertaking		\$ -	\$ -	\$ -
Activities		\$ 99,609.06	\$ (1,693.56)	\$ 97,915.50
Depreciation		\$ 19,966.54	\$ -	\$ 19,966.54
Student Fee Fund		\$ 3,669.69	\$ -	\$ 3,669.69
Employee Benefit Fund		\$ 20,143.91	\$ (12,653.17)	\$ 7,490.74
Cooperative		\$ 14,088.37	\$ -	\$ 14,088.37
Bond Fund		\$ -	\$ -	\$ -
TOTALS				
GRAND TOTALS FOR April 2025	\$ 3,574,137.19	\$ 1,366,401.82	\$ (14,549.28)	\$ 4,925,989.73

*Includes Transfers

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Fund	Vendor	Description	Amount
01	A & O Grant Consulting	SERVICES	\$ 1,700.00
	ACCS Inc	SERVICES	\$ 551.00
	Alarm Security Technicians	SERVICES	\$ 205.00
	Allo Communications	UTILITIES	\$ 12,883.83
	Amy L Kicken	REIMBURSEMENT	\$ 7.42
	Axtell Community School	SERVICES	\$ 6,750.00
	Barge, Cody	SERVICES	\$ 2,920.00
	Beckler, Scott	SERVICES	\$ 650.00
	Benzel Pest Control	SERVICES	\$ 110.25
	Bluffs Facility Solutions	SUPPLIES	\$ 115.55
	Boarders Inn & Suites	TRAVEL EXPENSE	\$ 2,519.10
	Brown Co.	REPAIRS & MAINTENANCE	\$ 3,152.87
	Bustanza, Mary	REIMBURSEMENT	\$ 155.81
	C W D Cash Wa Distributing Co Inc	SUPPLIES	\$ 192.35
	Carlson, Marianne	REIMBURSEMENT	\$ 280.00
	Castillo, Vianca	REIMBURSEMENT	\$ 8.40
	Central Security Communication	SERVICES	\$ 21.00
	Century Business Products, Inc.	MISCELLANEOUS EXPENSES	\$ 2,517.14
	CenturyLink	SERVICES	\$ 377.82
	Chadron State College _38635	DUES & FEES	\$ 7,380.00
	City of Gering	MISCELLANEOUS EXPENSES	\$ 62.31
	City of Scottsbluff	UTILITIES	\$ 30,141.36
	Coach Master's Inc.	REPAIRS & MAINTENANCE	\$ 133.04
	Column Software, PBC	MISCELLANEOUS EXPENSES	\$ 11.45
	Computer Information Concepts	COMPUTER SOFTWARE	\$ 960.00
	Crescent Electric Supply	SUPPLIES	\$ 235.55
	Culligan of Scottsbluff	SUPPLIES	\$ 167.00
	Data Recognition Corporation	DUES & FEES	\$ 510.75
	DECA Inc.	DUES & FEES	\$ 3,640.00
	Decker Equipment	SUPPLIES	\$ 343.50
	Doc Morgan, Inc.	SUPPLIES	\$ 1,052.33
	Douglas, Kelly and Ostdiek, P.C.	LEGAL SERVICES	\$ 376.00
	Durbin, Mary	REIMBURSEMENT	\$ 63.42
	Dutton, Jessica M	REIMBURSEMENT	\$ 13.65
	Eakes Office Solutions	SUPPLIES	\$ 8,243.49
	Educational Service Unit #13 _9800	MISCELLANEOUS EXPENSES	\$ 59,356.84
	Engineered Controls	SERVICES	\$ 560.00
	Erdman, Craig	SERVICES	\$ 925.00
	EXpress Toll	MISCELLANEOUS EXPENSES	\$ 9.20
	FirstGroup America	SERVICES	\$ 104,639.03
	Floyd's Sales And Service	REPAIRS & MAINTENANCE	\$ 1,321.60
	Fogle, Michael M	REIMBURSEMENT	\$ 46.55
	Follett Software, LLC	COMPUTER SOFTWARE	\$ 9,303.52
	Friends Of Midwest Theatre	MISCELLANEOUS EXPENSES	\$ 350.00
	GE Money Bank/Amazon	MISCELLANEOUS EXPENSES	\$ 2,089.73
	Hampton Inn & Suites	TRAVEL EXPENSE	\$ 220.00
	Hampton Inn & Suites and Homewood Suites	TRAVEL EXPENSE	\$ 5,368.00
	Harris, Adam	TRAVEL EXPENSE	\$ 163.10
	Holiday Inn Express - Lincoln South	TRAVEL EXPENSE	\$ 1,200.00
	Holiday Inn Kearney	TRAVEL EXPENSE	\$ 2,734.00
	Honey Wagon Express	SERVICES	\$ 650.00
	Hotel Land Investment LLC	TRAVEL EXPENSE	\$ 5,520.00
	Hugen, Hillari	REIMBURSEMENT	\$ 64.05
	Ibero, Francis J	REIMBURSEMENT	\$ 20.44
	Innovative Office Solutions, LLC	SUPPLIES	\$ 237.18
	J W Pepper Of Minneapolis	SUPPLIES	\$ 31.99
	Johnson, Ruth	SERVICES	\$ 240.00
	Kaseya US LLC dba Backupify LLC	COMPUTER SOFTWARE	\$ 1,700.00

Kontogiannis, Stan	SERVICES	\$	225.00
Language Testing International, Inc.	SUPPLIES	\$	80.00
Lawayne Klein	LEASE	\$	1,300.00
Linz Soto, Martin	SERVICES	\$	270.00
Masek Golf Car Company	SUPPLIES	\$	4,000.00
Matheson Tri-Gas, Inc.	SUPPLIES	\$	308.40
McGraw-Hill Companies	TEXTBOOKS	\$	26,754.72
McKesson Medical-Surgical Inc	SUPPLIES	\$	1,670.29
Menards	SUPPLIES	\$	624.59
Monument Physical Therapy LLC	SERVICES	\$	3,852.00
Moreno, Melissa	REIMBURSEMENT	\$	13.09
MRG Enterprises, LLC	LEASE	\$	1,500.00
Najm, Baleria	REIMBURSEMENT	\$	158.34
Nebraska Council Of School Admin	DUES & FEES	\$	900.00
Nebraska Deca-Grafton & Assoc	DUES & FEES	\$	1,987.60
Nebraska Public Power District	UTILITIES	\$	50,486.12
Nebraska Safety Center	SERVICES	\$	375.00
Nebraskaland Tire Inc	REPAIRS & MAINTENANCE	\$	324.75
New Victorian Inn - Kearney	TRAVEL EXPENSE	\$	489.93
Noble OTC LLC	SUPPLIES	\$	146.67
NWEA	MISCELLANEOUS EXPENSES	\$	8,299.00
Options in Pyschology, LLC	SERVICES	\$	1,800.00
Panhandle Cooperative Assn	SUPPLIES	\$	404.25
Paper 101	SUPPLIES	\$	4,720.10
Paul Reed Construction	SUPPLIES	\$	705.00
PDK International/Educators Rising	DUES & FEES	\$	315.00
Pepsi-Cola Of Alliance	SUPPLIES	\$	137.25
Perry, Guthery, Haas, Gessford P.C., Llo	LEGAL SERVICES	\$	3,099.60
Petty Cash-District Office	MISCELLANEOUS EXPENSES	\$	10.00
PFM Financial Services LLC	MISCELLANEOUS EXPENSES	\$	38,531.93
PowerSchool Group LLC	COMPUTER SOFTWARE	\$	6,135.57
PresenceLearning, Inc.	COMPUTER SOFTWARE	\$	13,455.76
Print Express	SUPPLIES	\$	1,033.70
PTC Wizard	COMPUTER SOFTWARE	\$	1,750.00
QBS, INC.	INSERVICE	\$	54.00
Quadient Finance USA, Inc.	LEASE	\$	1,000.00
QuaverMusic.com, LLC	TEXTBOOKS	\$	9,000.00
Quick Care Medical Services	SERVICES	\$	500.00
Ramirez, Wendy	REIMBURSEMENT	\$	29.05
Rapid Fire Protection	SERVICES	\$	6,355.02
Reganis Auto Center	REPAIRS & MAINTENANCE	\$	1,950.00
Regional Care Inc	EMPLOYEE BENEFITS	\$	525.00
Rein, Andrea	REIMBURSEMENT	\$	57.82
Rohnke, Rikki	REIMBURSEMENT	\$	132.72
S & S Worldwide	SUPPLIES	\$	380.00
School Health Corporation _28274	SUPPLIES	\$	1,902.00
School Nurse Supply	SUPPLIES	\$	11,209.18
School Specialty	SUPPLIES	\$	258.93
Schultz, Amanda	REIMBURSEMENT	\$	22.40
Scotts Bluff County Communications	SERVICES	\$	3,225.00
Scottsbluff Public Schools _29270	FUEL	\$	9,885.90
Scottsbluff Schools Cafeteria Fund	SERVICES	\$	5,562.25
Scottsbluff Screenprinting	SUPPLIES	\$	352.00
Sears Trostel Lumber & Millwork	SUPPLIES	\$	6,380.00
Shaggy Buffalo Carwash LLC	MISCELLANEOUS EXPENSES	\$	20.00
Simplify Learning, LLC	TEXTBOOKS	\$	13,585.00
Skelcher, Betsy Elizabeth	REIMBURSEMENT	\$	120.00
Sodexo Operations, LLC	SERVICES	\$	120.00
SPED Strategies, LLC	INSERVICE	\$	10,000.00

Staman, Jenise M	REIMBURSEMENT	\$	164.71
Staples Contract & Commercial, Inc.	SUPPLIES	\$	2,670.89
State Of Nebraska Das Communications	SERVICES	\$	292.87
Teacher Created Materials	TEXTBOOKS	\$	81,386.30
Team Chevrolet	REPAIRS & MAINTENANCE	\$	469.94
Teeple, Caroline	REIMBURSEMENT	\$	60.90
thyssenkrupp Elevator Corporation	SERVICES	\$	3,840.51
T-Mobile USA Inc	MISCELLANEOUS EXPENSES	\$	11.40
Tofflemire, Megan	REIMBURSEMENT	\$	24.50
Twin City Roofing Sheet Metal Inc.	SERVICES	\$	564.70
Two Smokin Grills	MISCELLANEOUS EXPENSES	\$	1,160.00
U S Games Inc	SUPPLIES	\$	768.16
Verizon Connect	SUPPLIES	\$	150.55
Verizon Wireless	MISCELLANEOUS EXPENSES	\$	1,598.48
VEX Robotics	SUPPLIES	\$	3,327.87
Vistabeam	COMMUNICATIONS	\$	300.00
Waste Connection Of Ne, Inc.	MISCELLANEOUS EXPENSES	\$	529.00
WPCI	SERVICES	\$	2,102.50
Y M C A	SERVICES	\$	62.00

Fund Total

02	Anderson & Shaw Construction, Inc.	SERVICES	\$	319,848.31
	City of Gering	MISCELLANEOUS EXPENSES	\$	450.00
	Crescent Electric Supply	SERVICES	\$	981.38
	Electrical Engineering & Equip Co.	SERVICES	\$	3,531.89
	GE Money Bank/Amazon	SUPPLIES	\$	305.58
	INA Alert, Inc	SERVICES	\$	11,164.04
	JEO Consulting Group, Inc	SERVICES	\$	5,698.75
	PFM Financial Services LLC	MISCELLANEOUS EXPENSES	\$	517.81

Fund Total

03	Electrical Engineering & Equip Co.	SUPPLIES	\$	575.04
	PFM Financial Services LLC	SUPPLIES	\$	5,277.67
	Phillips, Carlena	REIMBURSEMENT	\$	9.55
	Shadegg, Jonathan	REIMBURSEMENT	\$	19.00
	Sodexo Operations, LLC	SERVICES	\$	215,753.39
	Team Chevrolet	REPAIRS	\$	1,615.01

Fund Total

05	AGAS Mfg Inc	SUPPLIES	\$	10,000.00
	Ahlers Baking, Inc.	SUPPLIES	\$	72.99
	Alliance Public Schools	DUES & FEES	\$	200.00
	Anderson's Prom & Party	SUPPLIES	\$	417.71
	Bluffs Facility Solutions	SUPPLIES	\$	173.42
	Boarders Inn & Suites	TRAVEL EXPENSE	\$	1,499.25
	Business Farmer	DUES & FEES	\$	722.54
	C W D Cash Wa Distributing Co Inc	SUPPLIES	\$	1,026.62
	Chadron Public Schools	DUES & FEES	\$	100.00
	DECA Inc.	DUES & FEES	\$	520.00
	Disguises, LLC	SUPPLIES	\$	13,888.68
	Embassy Suites - Lincoln Convention Cent	TRAVEL EXPENSE	\$	298.00
	Fairfield Inn & Suites - Crete	TRAVEL EXPENSE	\$	1,470.00
	Five-Star Fundraising	SUPPLIES	\$	7,960.00
	Franz, JoAnn K.	MISCELLANEOUS EXPENSES	\$	85.00
	GE Money Bank/Amazon	MISCELLANEOUS EXPENSES	\$	1,934.55
	Gentry, Karen	MISCELLANEOUS EXPENSES	\$	85.00
	Gonzalez Sr., Oscar	SERVICES	\$	285.00
	Gothenburg High School	DUES & FEES	\$	200.00
	Griffin Greenhouse Supplies Inc	SUPPLIES	\$	398.92

HOSA, Inc.	DUES & FEES	\$	120.00
James L Buck	SERVICES	\$	250.00
Jostens - NEFF Company	SUPPLIES	\$	28.95
Little Caesars-Lexington	MISCELLANEOUS EXPENSES	\$	179.70
Logoz	SUPPLIES	\$	440.00
Mitchell High School	DUES & FEES	\$	210.00
Morrill High School	DUES & FEES	\$	60.00
Mu Alpha Theta	DUES & FEES	\$	20,500.00
Nebraska Deca-Grafton & Assoc	DUES & FEES	\$	6,308.96
Nebraska FFA Association _49655	DUES & FEES	\$	1,064.00
New Victorian Inn - Kearney	TRAVEL EXPENSE	\$	1,469.79
North Platte Public Schools	DUES & FEES	\$	240.00
PDK International/Educators Rising	DUES & FEES	\$	1,125.00
Pepsi-Cola Of Alliance	SUPPLIES	\$	189.05
PFM Financial Services LLC	MISCELLANEOUS EXPENSES	\$	19,078.73
Print Express	SUPPLIES	\$	2,355.20
Scottsbluff Screenprinting	SUPPLIES	\$	3,528.00
Sidney High School	DUES & FEES	\$	175.00
Sodexo Operations, LLC	SERVICES	\$	450.00
Taco De Oro	SUPPLIES	\$	499.00
			Fund Total

06	GE Money Bank/Amazon	MISCELLANEOUS EXPENSES	\$	4,463.98
	INA Alert, Inc	SERVICES	\$	3,713.57
	JEO Consulting Group, Inc	SERVICES	\$	3,725.00
	PFM Financial Services LLC	MISCELLANEOUS EXPENSES	\$	2,640.51
	School Specialty	SUPPLIES	\$	959.76
	Simon Contractors	SERVICES	\$	1,781.00
	Z M Lumber Co.	SUPPLIES	\$	2,682.72
				Fund Total

07	PFM Financial Services LLC	MISCELLANEOUS EXPENSES	\$	3,669.69
				Fund Total

08	Air Evac EMS, Inc	EMPLOYEE BENEFITS	\$	54.00
	Regional Care Inc	EMPLOYEE BENEFITS	\$	20,089.91
				Fund Total

09	FirstGroup America	SERVICES	\$	(487.42)
	PFM Financial Services LLC	MISCELLANEOUS EXPENSES	\$	14,575.79
				Fund Total

April 2025 Total

\$ 643,176.83

\$ 342,497.76

\$ 223,249.66

\$ 99,609.06

\$ 19,966.54

\$ 3,669.69

\$ 20,143.91

\$ 14,088.37

\$ 1,366,401.82

Personnel ~~-All Employees~~Recruitment and Selection

The Board of Education authorizes the Superintendent ~~or the Superintendent's designee~~ to recruit and recommend for employment the best qualified personnel to implement and fulfill the goals and policies of Scottsbluff Public Schools. ~~When a vacancy exists, the administration may consider reassignment of existing staff to fill the vacancy.~~ When the administration determines that a vacancy cannot be appropriately filled by reassignment of existing staff, the administration is to solicit applicants by advertising or otherwise. All applicants so selected and recommended must satisfy the standards as set by the Board and/or the laws of the State of Nebraska.

Where required by law or deemed essential by the ~~school~~ District, employees must be duly licensed and/or certified.

The rehiring of a former employee is contingent on the former employee having a positive performance record with the District. A former employee who was terminated, or who resigned in lieu of termination, for reason of violating a workplace conduct rule or unsatisfactory job performance ~~will only be eligible for rehire at the discretion of the Superintendent. is not eligible for rehire.~~

Legal Reference: Neb. Rev. Stat. Sec. 79-501

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~All Employees~~Equal Opportunity Employment

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

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

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~–All Employees (& Students)~~Anti-Discrimination, Anti-Harassment, and Anti-Retaliation**Elimination of Discrimination**

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

Notice of Nondiscrimination

~~The~~ Scottsbluff Public Schools does 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 its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Wendy Kemling, ~~Executive~~ Director of Student Services, ~~1722 1st Avenue, 2617 College Park~~ Scottsbluff, NE 69361 (308) 635-6200 (wkemling@sbps.net).
~~Employees and Others: Wendy Kemling, Director of Student Services, 1722 1st Avenue, Scottsbluff, NE 69361 (308) 635-6200 (WKemling@sbps.net).~~

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

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

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

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

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

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

Discriminatory harassment because of a person's sex, disability, race (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, may include, but is not limited to:

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

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

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated

- stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
 - g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

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

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

Anti-Retaliation

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

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

Grievance (or Complaint) Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination. If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor

or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

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

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

Level 1 (Investigation and Findings):

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

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

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

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

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

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

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

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

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

Level 2 (Appeal to the Superintendent):

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

Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled ~~Board~~ meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

Confidentiality:

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

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

Training:

The District will ensure that relevant district employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate district officials or employees.

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

Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with

anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in district publications, such as handbooks, and sending it electronically to members of the school community.

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

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

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Complaint Form
Discrimination, Harassment or Retaliation

The Scottsbluff Public School District does 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 its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

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

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

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

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

Name: _____ Date: _____

(1) Description of the complaint: _____

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

_____.

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

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

_____.

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

_____.

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

Signature: _____
Received by: _____ Date: _____

Notice of Nondiscrimination

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

~~Students: Wendy Kemling, Director of Student Service, 1722 1st Avenue, Scottsbluff, NE 69361 (308) 635-6200 (WKemling@sbps.net).~~

~~Employees and Others: Wendy Kemling, Director of Student Service, 1722 1st Avenue, Scottsbluff, NE 69361 (308) 635-6200 (WKemling@sbps.net).~~

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

Personnel ~~All Employees~~Duty Hours of Employees

1. The work day for salaried employees shall begin each day of the school year at a time established by the Superintendent. Certificated employees who are employed only during the academic year shall have the same work day as other certificated employees. "Day" is defined as one work day regardless of full-time or part-time status of an employee.

Salaried employees are to be in their assigned school building during the work day. Advance approval to be absent from the school building must be obtained from the employee's principal or immediate supervisor whenever the certificated employees must leave the school building during the work day. Hourly employees will have their work day adjusted or clock-out when leaving the workplace.

The building principal is authorized to make changes in the work day in order to facilitate the education program. These changes shall be reported to the Superintendent.

The work day outlined in this policy is a minimum work day. Nothing in this policy prohibits certificated ~~and salaried~~ employees from working additional hours outside the work day.

2. All other staff shall be on duty as determined by the Superintendent or ~~the Superintendent's~~ designee.
3. No teacher or other school employee shall accept any other employment or carry on any business or activity for profit that interferes with the complete discharge of his or her responsibilities to the ~~school~~ District.
- ~~4. The work day outlined in this policy is a minimum work day. Nothing in this policy prohibits salaried employees from working additional hours outside the work day.~~

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~—All Employees~~Absence of Employees

1. An employee who finds it necessary to be absent from duty shall notify the office of the employee's immediate supervisor in advance of such absence and give (1) the reason for the absence; and, (2) the anticipated length of absence.
2. Employees requesting leave in order to perform other duties for which they will be compensated (example: consult) shall be required to utilize personal **or vacation** days. Days used beyond those days would be leave without pay (if paid and be taken only with permission of the employee's supervisor.)
3. Absence or suspension from duty of any employee shall result in loss of pay for the period of absence or suspension except as otherwise provided by these policies or law.
4. A substitute may not be hired by any employee to take over his/her duties. In no instance may an employee make personal arrangements to pay a substitute.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~–All Employees~~Employee Unpaid Leave

Any unused personal leave days or vacation leave ~~must~~ **should** be applied to such absences rather than including them as unpaid leave. Unpaid leave for employees must be authorized by the Superintendent or **the Superintendent's** designee.

The Superintendent or **the Superintendent's** designee shall have complete discretion to grant or deny the requested unpaid leave. In making this determination, the Superintendent **or the Superintendent's designee** shall consider the effect of the employee's absence on the education program and ~~school~~ district operations, length of service, previous record of absence, the financial condition of the ~~school~~ District, the reason for the requested absence, and other factors the Superintendent **or the Superintendent's designee** believes are relevant to making this determination.

If unpaid leave is granted, the duration of the leave period shall be coordinated with the scheduling of the education program whenever possible to minimize the disruption of the education program and ~~school~~ district operations.

Whenever possible, certificated **and salaried** employees shall make a request for unpaid leave (**dock day**) five days prior to the beginning date of the requested leave.

The requirements stated in negotiated agreements between employees in that collective bargaining unit and the Board regarding the unpaid leave of such employees shall be followed.

Date of Adoption: August 9, 2021

Date of Revision: **May 12, 2025**

Application for Leave
Family and Medical Leave Act

Employee Name: _____ Position: _____

Send notices to me at: _____

FMLA Leave Requested From _____

_____ To _____

If leave is requested on an intermittent or reduced leave schedule, describe the requested leave schedule: _____
_____.

Reason for Leave Request (check and complete as appropriate):

1. ☐ For birth of a son or daughter, and to care for the newborn child.
2. ☐ For placement with the employee of a son or daughter for adoption or foster care.
3. ☐ To care for the employee's spouse, son or daughter, or parent with a serious health condition.

_____ Name of family member: _____

_____ Describe reason employee needs to provide the care and the nature of the care: _____
_____.

4. ☐ Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

_____ Briefly describe condition and job functions that employee is unable to perform: _____

_____.

5. ☐ Because of a qualifying exigency arising out of the fact that the employee's spouse, son or daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

_____ Name and relationship of family member: _____

_____ Describe the qualifying exigency: _____

_____.

6. ☐ To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

_____ Name and relationship of family member: _____

_____ Describe reason employee needs to provide the care and the nature of the care: _____

_____.

_____ I certify that the above information given by me is correct and that I have read the foregoing and understand my rights under the FMLA.

_____ Employee's Signature _____ Date

Personnel ~~–All Employees~~Family and Medical Leave Policy

Family and medical leaves shall be allowed under the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) as amended.

The “leave year” for purposes of the FMLA shall be a “rolling” twelve-month period, measured backward from the date of any FMLA leave usage.

Substitution of accrued paid leaves for otherwise unpaid FMLA leaves may be required in the discretion of the Superintendent or the Superintendent’s designee, or the Board. The employee may also have paid leave run concurrently with unpaid FMLA leave entitlement, provided the employee meets applicable requirements of the leave policy.

Employees shall be required to submit medical certifications to support a request for FMLA leave because of a serious health condition or a sick leave, when such leave is for a duration in excess of five successive days, and in such other cases as deemed appropriate by the Superintendent or the Board based on the nature of the illness or other circumstances surrounding the leave. Second and third medical opinions may, in the Superintendent or the Board's discretion, be required. Employees shall be required to report periodically, at such times as requested by the Superintendent or the Board, on their intent to return to work from FMLA leaves and other leaves. Employees ~~may shall~~ be required to submit a fitness-for-duty certification from their health care provider as a condition of returning to work from a FMLA leave taken because of the employee’s serious health condition, or from a sick leave taken by reason of the employee's illness, when such leave was of a duration in excess of five successive days, and upon request of the Superintendent or the Board when such is deemed appropriate by the Superintendent or the Board based upon the nature of the illness or other circumstances surrounding the leave.

An “equivalent position” for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, or experience, or other indicia; in the case of coaching or other similar extracurricular duty assignments, be any extracurricular duty assignment, and in the case of other employees or positions, be in a position with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Superintendent or the Board.

Legal Reference: [29 U.S.C §§ 2611 et seq.](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~–All Employees~~

Family and Medical Leave Policy

The documents provided in response to the new Family Medical Leave Act (FMLA) regulations are:

1. FMLA Leave Application
2. Notice of Eligibility and Rights & Responsibilities – rolling year
3. Designation Notice
4. Certification of Health Care Provider for Employee's Serious Health Condition
5. Certification of Health Care Provider for Family Member's Serious Health Condition
6. Certification of Qualifying Exigency for Military Family Leave
7. Family Military Leave Certification for Serious Injury of Servicemember

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

APPLICANT'S CONSENT
TO OBTAIN PAST DRUG AND ALCOHOL TEST RESULTS

I, _____ [*insert applicant's name*], understand that as a condition of hire with Scottsbluff Public Schools ("*School District*") I must give written Consent to obtain the results of all DOT-required drug and/or alcohol tests (including any refusals to be tested) from all of the companies for which I worked as a driver, or for which I took a pre-employment drug and/or alcohol test during the past two (2) years. I also understand that the District requires me to consent to access to the same information concerning any non-DOT driver drug and/or alcohol tests which I took during this same period of time. I have also been advised and understand that my signing of this consent does not guarantee me a job or guarantee that I will be offered a position with the District.

Below I have listed all of the companies for which I worked as a driver, or for which I took a pre-employment driver position drug and/or alcohol test during the past two (2) years. I hereby consent to the District obtaining from those companies, and I hereby consent to those companies furnishing to the District, all requested information concerning my drug and alcohol tests, including:

1. All DOT and non-DOT alcohol test results of 0.04 or greater during the past two (2) years;
2. All verified positive DOT and non-DOT drug test results during the past two (2) years;
3. All instances in which I refused to submit to a DOT-required drug and/or alcohol test during the past two (2) years;
4. Any other violations of DOT agency drug and alcohol testing regulations during the past two (2) years; and,
5. Documentation of successful completion of DOT return-to-duty requirements (including follow-up tests) in the event of a violation of a DOT drug and alcohol testing regulations during the past two (2) years.

I specifically authorize the companies to fully complete the School District's Report of Past Drug and/or Alcohol Test Results form. The following is a list of all of the companies for which I worked as a driver, or for which I took a pre-employment driver position drug and/or alcohol test, during the past two (2) years:

<u>Company Name</u>	<u>Dates worked for/took pre-employment test</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPLICANT CERTIFICATION

I have carefully read and fully understand this Consent to release my past drug and alcohol test results. In authorizing the release of my test results, I consent and agree to waive any physician-patient privilege that may otherwise exist with respect to the confidentiality of my drug and alcohol test results. I further release the Company and its medical review officer, and any officer, employee or agent of the Company or medical review officer whose disclosure of the results is in accordance with this release from any and all claims or causes of actions which may result from the disclosure of such test results to the person or persons identified on this release form.

In signing below, I certify that all of the information which I have furnished on this form is true and complete, and that I have identified all of the companies for which I have either worked, or for which I took a pre-employment drug and/or alcohol test, as a driver during the past two years. I understand that this information is material to my hiring and that my failure to provide true and complete information will automatically disqualify me for a position with the School District or, in the event that I am hired, subject me to immediate termination. Further, I understand that in the event of receipt of a report of past drug and/or alcohol violation, any conditional offer of employment will be revoked and in the event I have been hired, any employment will be automatically ended.

_____ Signature of Applicant	_____ Print Name	_____ Date
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**~~APPLICANT'S CERTIFICATION OF
PAST DRUG AND ALCOHOL TEST RESULTS~~**

~~During the past two years before this application, I:~~

~~Did _____ Did not _____ (check applicable blank) test positive or refuse to submit to any pre-employment drug or alcohol test administered by an employer to which I applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules.~~

~~If I did test positive or refuse to submit, then I further certify that I:~~

~~Did _____ Did not _____ N/A _____ (check applicable blank) complete the return-to-duty process of the DOT agency drug and alcohol testing rules. I agree that it is my responsibility to provide the School District with documents establishing completion of such process before I may perform safety-sensitive functions for the School District.~~

APPLICANT CERTIFICATION

~~In signing below, I certify that all of the information which I have furnished on this form is true and complete. I understand that this information is material to my hiring and that my failure to provide true and complete information concerning the time period in question will automatically disqualify me for a position with the School District or, in the event that I am hired, subject me to immediate termination.~~

Signature of Applicant

Print Name

Date

REQUEST FOR PAST TEST RESULTS

To: _____ [Insert name of previous employer]

From: _____ [Insert name and title of school representative]

Subject: Request to obtain past drug and alcohol test results

Date: _____ [Insert date]

_____ [Insert applicant's name] has advised us that he/she " worked for your company as a driver or that he/she " applied to work as a driver for you, during the previous two (2) years.

_____ Regulations of the Department of Transportation (DOT) (49 C.F.R. § 40.25) require us to obtain from you, and **require you to provide** to us, information concerning the above-named driver's past drug and alcohol test results (including refusals to be tested).

_____ In accordance with DOT's regulations, therefore, we are providing you with the driver's written consent directing you to provide us with the past drug and alcohol testing results, as set forth in the consent. A Report form to provide the requested information is also enclosed for your convenience.

_____ Please send this information to

_____ Scottsbluff Public Schools
_____ 1722 1st Avenue
_____ Scottsbluff, NE 69361

as soon as possible, either by facsimile (FAX # (308) 635-6217) or by mail. As required by the DOT, the information which you furnish will be treated as strictly confidential.

Enclosures:

_____ **Document No. 1. Applicant's Consent to Obtain Past Drug and Alcohol Test Results.**

_____ **Document No. 4. Report of Past Drug and Alcohol Test Results.**

~~REPORT OF PAST DRUG AND/OR ALCOHOL TEST RESULTS~~

To: _____ Scottsbluff Public Schools ("School District")
 From: _____ [Insert name of Company submitting results]
 Re: _____ [Insert Driver/Applicant's name]
 _____ [Insert Driver/Applicant's Social Security Number]
 _____ to _____ [Insert "Relevant 2 Year Period" dates]

~~In accordance with the DOT regulations, at School District's request, and with the Driver/Applicant's Consent, the Company reports the following results of drug and alcohol tests conducted on the above named Driver/Applicant by this Company during the above designated "Relevant 2 Year Period."~~

(i) **Past Alcohol Test Results:** _____ " No alcohol tests conducted during relevant period
 Date of Test: _____ " 0.04 or greater " Negative " Refused to be tested
 Date of Test: _____ " 0.04 or greater " Negative " Refused to be tested

(ii) Past Drug Test Results: _____ " No drug test conducted during relevant period

Date of Test: _____ " Verified Positive _____ " Negative _____ " Refused to be tested

Date of Test: _____ " Verified Positive _____ " Negative _____ " Refused to be tested

(iii) Refusals to Submit: (Note: Refusals to submit include verified adulterated or substituted drug tests) _____

_____ " No refusal to submit to drug and/or alcohol test during relevant period _____

_____ " Refusal to submit to drug and/or alcohol test during relevant period, on the following dates:

_____ Date of Refusal: _____	_____ Nature of Refusal: _____
_____ Date of Refusal: _____	_____ Nature of Refusal: _____

(iv) Any Other Violations of DOT Agency Drug and/or Alcohol Testing Regulations:
 " No such violations during period specified
 " Violations occurred during relevant period, on the following dates:
 Date of Violation: Nature of Violation:
 Date of Violation: Nature of Violation:

(v) Completion of DOT Return-to-Duty Requirements, including follow-up tests:

~~— Not Applicable, no violations occurred during period specified~~

~~— Not Applicable, violation(s) occurred during period specified, but Company has no record of successful completion of return-to-duty requirements~~

~~— Documents are attached; violation(s) occurred during period specified, and Employee successfully completed return-to-duty requirements~~

Date	Name of person completing form (type/print)	Title (type/print)
------	---	--------------------

Personnel ~~–All Employees~~Drug and Substance Use and Abuse

It is the policy of the Scottsbluff Public School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol, and illegal substances. The District will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including the Drug-Free Workplace Act, the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

Section 1 - Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The ~~school~~ District recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or ~~the Superintendent's~~ designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

Section 2 Alcohol and Drug Testing

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and all regulations and rules promulgated pursuant to such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. ~~(See attached Appendix "1").~~ Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Legal Reference: 41 U.S.C. §§701 to 707
49 U.S.C. §§5331(b) and 31306; 49 CFR Part 382

Date of Adoption: August 9, 2021
Date of Revision: ~~June 13, 2022~~ May 12, 2025

~~4009—APPENDIX 1~~**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:
FEDERAL REGULATIONS, SCOTTSBLUFF PUBLIC SCHOOLS' COMPLIANCE
POLICIES AND PROCEDURES, AND EDUCATIONAL MATERIALS**

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, Scottsbluff Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

(A) The persons designated by Scottsbluff Public Schools to answer employee questions about these materials are:

Superintendent of Schools

~~Secondary Principal Superintendent's Designee~~

(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

(C) The term "safety-sensitive functions" means:

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(D) Employee conduct that is prohibited by the federal controlled substances and

alcohol use and testing regulations includes:

1. **Alcohol concentration.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession.**
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test.**
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

(E) The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:

1. **Pre-employment testing.**
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.
2. **Post-accident testing.**
 - (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:

- (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
- (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
 - (b) (1) *Alcohol tests*. Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.
 - (2) *Controlled substance tests*. Shall be administered within 32 hours following the accident.
 - (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

3. Random testing.

- (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
- (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.
- (d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

4. Reasonable suspicion testing.

- (a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).
- (b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:
 - (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
 - (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the

prohibitions concerning the use of alcohol.

5. Return-to-duty testing.

- (a) Alcohol. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.
- (b) Controlled Substances. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. Follow-up testing.

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations. Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.

(H) A "refusal to submit" to an alcohol or controlled substance test ~~includes:~~ ~~Refuse to submit (to an alcohol or controlled substances test) means~~ that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

The consequences for refusing to submit to an alcohol or controlled substances test are as follows: A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol

(concentration of 0.04 or greater) or controlled substances test.

(I) The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

(J) The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include: Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

(K) Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected: Information will be made available by the counselor to employees upon request.

~~Date of Adoption: June 13, 2022~~

**APPLICANT'S CERTIFICATION OF
PAST DRUG AND ALCOHOL TEST RESULTS**

During the past two years before this application, I:

Did _____ Did not _____ (check applicable blank) test positive or refuse to submit to any pre-employment drug or alcohol test administered by an employer to which I applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules.

If I did test positive or refuse to submit, then I further certify that I:

Did _____ Did not _____ N/A _____ (check applicable blank) complete the return-to-duty process of the DOT agency drug and alcohol testing rules. I agree that it is my responsibility to provide the School District with documents establishing completion of such process before I may perform safety-sensitive functions for the School District.

APPLICANT CERTIFICATION

In signing below, I certify that all of the information which I have furnished on this form is true and complete. I understand that this information is material to my hiring and that my failure to provide true and complete information concerning the time period in question will automatically disqualify me for a position with the School District or, in the event that I am hired, subject me to immediate termination.

Signature of Applicant

Print Name

Date

Personnel –~~All Employees~~Intellectual Property and Work-for-Hire

The District encourages its staff members to be creative, innovative and to engage in continued learning and advancement. These aims are intended to contribute towards each staff member's professional development, enhance the District's reputation and image among its constituents and improve student learning. However, inherent in the pursuit of advancement is the possibility that a staff member may use resources provided through the District for commercial purposes or gain. All staff members shall abide by this policy when developing, producing or otherwise creating any "Covered Work," as defined herein.

A. Covered Works

A "Covered Work" includes all intellectual property, as defined by applicable state and federal law, including, but not limited to, the following:

1. Patents;
2. Copyrights;
3. Trademarks;
4. Trade secrets;
5. All other information and data owned by the District.

These include, but are not limited to, literary, scholarly, musical, sound, audiovisual, electronic, or other computer (including hardware, software or apps) work. In the event that any state or federal law, rule or regulation is amended to include a new category of "intellectual property," such a new category will be included in this policy as if set forth fully herein.

B. Ownership of Covered Work

The District owns all "Covered Works" and any other intellectual property interest created by District employees in their capacity as a District employee or created with any District-sponsored resources. Employees shall have no claim to any ownership rights in such works and shall take whatever steps necessary to comply with this policy. An employee who accepts payment or other gain for any Covered Work, without Board approval, shall be in violation of this policy and may be disciplined up to and including termination of employment.

The Board may, in its discretion, recognize a staff member who contributed to such work.

The Board reserves the right to patent, register, market, and license any of its intellectual property. The Board may allocate any proceeds generated from such activities in a manner consistent with the Board's mission.

C. Employee Resolution Process

In the event that an employee is uncertain as to whether a work is a “Covered Work,” as defined by this policy, or whether such work will be created in their capacity as a District employee or created with any District-sponsored resources, the employee should first seek clarification from the Superintendent. In the event that the Superintendent is uncertain, the Superintendent may ask the Board to adopt a determination. In the event that the Superintendent or Board conclude that the employee’s intended work will not be covered under this policy, the employee need not make any further reports or findings to the Superintendent. However, if the employee’s work changes in any way that may bring such work within the definition of “Covered Work,” the employee must consult with the Superintendent.

In the event that the Superintendent and/or Board determines that an employee’s proposed work would fall under the definition of “Covered Work,” the employee shall regularly inform the Superintendent of the work’s progress.

Employees are strongly encouraged to secure pre-approval before attempting to create or produce any work.

Legal Reference: 17 U.S.C. § 101, et seq
Neb. Rev. Stat. § 87-126, et seq

Date of Adoption: August 9, 2021
Date of Revision: May 12, 2025

Personnel ~~–All Employees~~Bloodborne Pathogen Compliance PlanA. Procedures for Control of Communicable Diseases.

The ~~School~~ District shall cooperate with county and state health departments in developing procedures for the control of communicable disease in ~~School~~ District programs and activities. Procedures shall conform to the regulations for communicable disease control set up by the state health department. The Superintendent or designee shall establish an exposure control plan in accordance with OSHA's "Occupational Exposure to Blood-Borne Pathogens" Standard.

B. Students

1. Contagious and Infectious Diseases. Contagious and infectious diseases subject to this part include those diseases regulated by the Nebraska Department of Health and Human Services regulations pertaining to school health and communicable disease control (~~173-NAC-3~~). A student showing any signs or symptoms of a contagious or infectious disease will be excluded from attending Scottsbluff Public Schools or programs in accordance with the Contagious and Infectious Disease Chart attached to those regulations and not be allowed to return until the minimum isolation period has elapsed, and all signs or symptoms of illness have disappeared in accordance with the Chart. Students with contagious or infectious diseases or conditions other than those listed in the Chart will be subject to exclusion until the student's physician gives a written statement that the disease or condition is not in a communicable stage or there is minimal risk of transmission to others in a school program setting.
2. Bloodborne Pathogen Communicable Diseases. Communicable diseases subject to this part include diseases spread via bloodborne pathogens, including Human immunodeficiency virus (HIV) (including AIDS) and Hepatitis B (only carriers are of concern). A student with such a disease shall not be excluded or be subject to different treatment concerning services or participation in activities in the absence of an individualized determination that exclusion or modifications are appropriate because the student's condition poses an imminent threat to the health or the safety of others in the ~~School~~ District or program community. Such a determination shall be made by following established policies and procedures for students with chronic health problems or students with disabilities. Decision makers are to consult with the student's physician and parent or guardian; respect the student's and family's privacy rights; and reassess the placement if there is a change in the student's need for accommodations or services.

In making such a determination, the following factors will be evaluated: (1) the nature of the disease; (2) the age of the student; (3) the behavior of the student; (4) the neurological development of the student; (5) the physical condition of the

student; (6) the expected type of interaction which the student will have with other individuals in the proposed placement setting; (7) the degree to which other individuals may be exposed to infectious organisms; (8) the hygienic practices of the student; (9) the risk of transmission of the disease from the student to those individuals with whom the student will interact; and (10) any other pertinent factor reasonably related to the decision.

3. Reporting. Employees who become aware that a student has been diagnosed with or is suspected of having a reportable disease shall immediately inform the Superintendent or designee, who shall notify the appropriate principal of the school in which the student is enrolled and make a report to the Board of Health where required by law.

C. Employees

1. Contagious and Infectious Diseases. When an employee has a contagious or infectious disease which is in a communicable stage or presents more than a minimal risk of transmission to others, the employee should not report to work and is expected to follow the absence reporting procedures. Employees should in general follow the same guidelines for absence from work as a student is to follow under the guidelines of the Contagious and Infectious Disease Chart of the Nebraska Department of Health and Human Services regulations pertaining to school health and communicable disease control. Prior to returning to work, employees shall upon request submit a physician's written statement stating that the employee is able to return to work and does not pose a significant risk of transmission of the disease to others.
2. Bloodborne Pathogen Communicable Diseases. Communicable diseases subject to this part include diseases spread via bloodborne pathogens, including Human immunodeficiency virus (HIV) (including AIDS) and Hepatitis B (only carriers are of concern). An employee with a communicable disease, or an applicant for employment, shall be employed or be continued in employment without consideration of the communicable disease provided the employee or applicant is able to perform the essential functions of the position with such reasonable accommodations as may be necessary and provided the communicable disease does not pose an imminent threat to the health or the safety of others within the employee's work environment. Employees who have a communicable disease are expected to conduct themselves in such a manner as to not place others at risk and, in the event reasonable accommodation is necessary to avoid such risk, to make a confidential request for such accommodation.

D. General Provisions

1. No Discrimination or Harassment. No employee or student shall be unlawfully discriminated against or subjected to harassment on the basis of having a communicable disease.

2. Privacy. Every employee has a duty to treat as highly confidential any knowledge or speculation concerning the bloodborne pathogen status of a student or other employee. Violation of medical privacy may be cause for disciplinary action against the employee, including possible termination.

No information regarding a person's bloodborne pathogen status will be divulged to any individual or organization other than ~~School~~ District employees or agents who have a need to know of the circumstance, appropriate officials of the school in which the student is enrolled, and emergency medical personnel with a need to know, without a court order or a signed and dated consent of the person with the bloodborne pathogen infection (or the parent or guardian of a minor).

3. Records. All health records, notes, and other documents that reference an employee's bloodborne pathogen status or occupational exposure will be maintained in a separate confidential medical file for the employee. Records of occupational exposure shall be maintained for at least the duration of employment plus 30 years in accordance with OSHA standards.

All health records, notes, and other documents that reference a student's bloodborne pathogen status will be maintained in a separate confidential medical file for the student.

4. Infection Control. All employees are required to consistently follow infection control guidelines. Employees are required to follow the exposure control plan of The ~~School~~ District established in accordance with OSHA's "Occupational Exposure to Blood-Borne Pathogens" Standard. The use of universal precautions is mandated and work practice controls to minimize or prevent potential exposure are to be implemented. Any incident of exposure to blood shall be reported, evaluated, and follow-up completed and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements. Equipment and supplies needed to apply the infection control guidelines will be maintained and kept accessible.
5. Staff Development. The Superintendent or ~~the Superintendent's~~ designee will make communicable disease and bloodborne pathogen education programs available to employees as appropriate to convey guidance on infection control procedures and inform employees about ~~School~~ District policies.

Legal Reference: 173 NAC 3 (HHS Control of Communicable Disease regulation) §§ 20-167 and 20-168 (HIV/AIDs statutes)
Neb. Rev. Stat. Sec. 79-264 (student emergency exclusion)
29 CFR 1910.1030 (OSHA Bloodborne Pathogens regulation)
ADA-42 U.S.C. Sec. 12101 et seq.; 28 CFR §35.101 et seq.
Rehabilitation Act of 1973, Section 504—29 U.S.C. §791, et seq.; 34 CFR

§104, et seq.
Nebraska Fair Employment Practices Act—Sections 48-1101 to 48-1126
20 U.S.C. 1232g (FERPA)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~–All Employees~~Infectious Diseases

In the event that a student, employee, or other person in frequent contact with students, employees, or others present in Scottsbluff Public Schools contracts an infectious disease, the determination of whether that person should be permitted to remain on duty, attend school, or participate in school activities shall be made on a case-by-case basis. The following factors will be taken into consideration:

1. The behavior, neurological development, and physical condition of the student;
2. The expected type of interaction with others in the school setting; **and,**
3. The impact on both the infected person and others in that setting.

The determination of whether or not the infected person remains in the school shall be based on scientific and medical evidence.

When it is determined that an infected student poses an imminent threat to the health and safety of the school community or that the student's conduct presents a clear threat to the physical safety of himself, herself, or others, the provisions of the Communicable and Infectious Disease policies shall be implemented, providing for the exclusion of that student.

Any person with an infectious disease will retain the rights of confidentiality and privacy, limited to individuals in a need-to-know position (administrators and Board members). The community shall be informed that an infectious disease is present in the school system and that the person will be excluded if the situation warrants such action, based on medical and legal advice. No information will be given out about the individual, his or her specific medical record, or about the family without the written permission of the individual (adult) or parent/legal guardian (student).

Legal Reference: [28 CFR §35.101 et seq.](#)
 [29 CFR § 1910.1030](#)
 [34 CFR §104, et seq.](#)
 [20 U.S.C. § 1232g](#)
 [42 U.S.C. § 12101 et seq.](#)
 [Neb. Rev. Stat. §§ 20-167 and 20-168](#)
 [Neb. Rev. Stat. § 79-264](#)
 [29 U.S.C. § 791 et seq.](#)
 [Neb. Rev. Stat. §§ 48-1101 et seq.](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel-~~All Employees~~Personnel Files

Any employee shall, upon request, have access to their personnel file and shall have the right to attach a written response to any item in such file, and may in writing authorize any other person to have access to such file, whose authorization shall be honored by the district. Such access and right to attach a written response shall not be granted with respect to any letters of recommendation solicited by the employer which appear in the personnel file. No other persons except school officials while engaged in their professional duties shall be granted access to such file nor shall the contents thereof be divulged in any manner to any unauthorized person.

Legal Reference: [Neb. Rev. Stat. § 79-539](#)
 [Neb. Rev. Stat. § 79-8,109](#)

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Date of Revision: May 12, 2025

Personnel ~~All Employees~~Receiving Agents, Salespersons, and Other Business Representatives

No school employee shall visit with or discuss business matters of a personal nature with any sales representative during the hours the employee is on duty in the school, except by special permission of the Superintendent or building principal.

Any agent or business representative calling on school personnel about school matters, such as, textbooks, publication of the school annual, class insignia, athletic equipment, school equipment, school supplies, building and custodial supplies, and the like, shall first obtain the permission of the Superintendent or building principal and it is the duty of the school employee to ascertain that the representative has such permission. In general, a teacher shall not interrupt class work to confer with such representatives.

Legal Reference: [Neb. Rev. Stat. § 79-8,100](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~–All Employees~~

Unauthorized Purchases

Any employee who orders any supplies or equipment without express authorization of the Superintendent or ~~the Superintendent's designee building principal~~ may be personally liable for payment of the bill for the material so ordered.

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Date of Revision: May 12, 2025

Personnel ~~–All Employees~~Use of School Facilities and Equipment by School Employees

The Superintendent or ~~the Superintendent's~~ designee may approve use of school facilities, equipment, and other resources by school employees, except for activities which result in personal or corporate gain and provided that such use is consistent with ~~Board Policy No.~~ 1100.

School vehicles shall not be available for personal use.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~–All Employees~~

Activity Passes

All employees who may be expected to attend such events within the context of their position and current and previous Board of Education members of Scottsbluff Public Schools may be given or may earn an activity pass which will admit the employee and Board of Education member and spouse to school activities. The activity pass may be used only by the person whose name appears on the pass.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~–All Employees~~Community Relations - Political Activity

In order to guard against placing students or staff members under undue pressure to adopt particular positions on political issues, the Board directs that employees avoid using their positions or their access to school materials or facilities for solicitation, promotion, recruiting, or to otherwise work for the election or defeat of any candidate for public office, or to influence the outcome of an election or a decision by a governing body on a political issue. Specifically, employees are restricted from the use of the following for such purposes:

1. Their position, whether as an instructor or as a leader or supervisor of other employees;
2. Classrooms, buildings, or facilities;
3. Students; or,
4. School equipment, materials, or mailing systems.

These restrictions do not apply to employees who are engaged in authorized lobbying activities on behalf of the District. The restrictions also do not apply to the distribution of employee association correspondence or newsletters in the normal course of association business, even though those communication media may contain information concerning adopted positions of the association on political issues.

The Board requires that staff members who desire to seek public office or to engage in other political activity likely to interfere with their normal work requirements seek prior Board approval.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel - ~~All Employees~~Fair Labor Standards Act - Minimum Wage & OvertimeWork Week

The work week for overtime purposes shall be 12:00 AM. Monday until 11:59 PM Sunday. The administration may establish a different seven-day period work week from time to time for specified employees or employee groups.

Overtime

Overtime will be paid to non-exempt employees as required by law. Compensatory pay in-lieu of overtime pay may be implemented in accordance with law. A non-exempt employee shall not work overtime without the express approval of the employee's supervisor.

Salaried Basis

The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. (Teaching professionals are not subject to the "salaried basis" test). An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Superintendent or ~~the Superintendent's~~ designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

The District's policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury, or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

Legal Reference: [29 U.S.C. § 201 et seq.](#)
 [29 CFR §§ 541.303](#)
 [29 CFR §§ 541.602 and 541.603](#)
 [29 CFR § 541.710](#)
 [29 CFR §§ 553.20 and 553.28](#)
 [29 CFR § 771.105](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~All Employees~~Whistleblower Policy

~~General~~ The Scottsbluff Public School District requires all Board Members, administrators, teachers, and other employees, to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the school, all employees of Scottsbluff Public School District must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of all employees to report wrongful conduct and violations or suspected violations in accordance with this policy.

Wrongful Conduct/Good Faith Report

Wrongful Conduct is defined in this policy to be:

- a. A violation of applicable state and/or federal laws and regulations.
- b. Any violation of Board policy.
- c. The use of Scottsbluff Public School District's property, resources, or authority for personal gain or other non-school related purposes except as provided under Board policy.

Good Faith Report is defined in this policy to be an allegation of Wrongful Conduct made by an individual who believes that wrongful conduct may have occurred. However, an allegation is not in good faith if it is made with reckless disregard for or willful ignorance of facts that would disprove the allegation.

No Retaliation

No employee who in good faith reports a violation of policy shall suffer harassment, retaliation, or adverse employment consequences. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the ~~school~~ District prior to seeking resolution outside the ~~school~~ District.

Reporting Violations

The policy addresses the District's open-door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if an employee is not comfortable speaking with his/her supervisor or the employee is not satisfied with the supervisor's response, the employee is encouraged to speak with someone in administration whom the employee is comfortable in approaching. All administration is

required to report suspected violations of the code of conduct to the Superintendent, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following the ~~school~~ District's open-door policy, individuals should contact the Superintendent directly.

Compliance Officer

The Superintendent ~~or the Superintendent's designee~~ is responsible for investigating and resolving all reported complaints and allegations concerning violation.

Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the policy must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the policy. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~–All Employees~~Military and Family Military Leave

Military leave and family military leave will be granted to the extent required by state and federal law.

Employees requesting military leave must notify the Superintendent as soon as they receive notification of activation. Employees are to ~~provide attach~~ a copy of their orders to ~~the a~~ District ~~Office leave-request-form~~ when they ~~prepare submit~~ the request for military leave.

Employees requesting to take family military leave under the Nebraska statutes must notify the Superintendent at least 14 days in advance of taking such a leave if the leave will be for five or more consecutive days, consult with their supervisor to schedule the leave so as to not unduly disrupt operations of the school, and for leaves of less than five days, notify the Superintendent of the leave request as soon as practicable.

Family military leave under the Family and Medical Leave Act (FMLA) will be provided in accordance with that law and subject to the provisions of the Board policy pertaining to FMLA leave.

Legal Reference: [20 CFR Part 1002](#)
 [29 CFR Part 825](#)
 [29 USC §§ 2611 et seq.](#)
 [38 USC §§ 4301 to 4333](#)
 [Neb. Rev. Stat. §§ 55-160 to 55-166](#)
 [Neb. Rev. Stat §§ 55-501 to 55-507](#)

Date of Adoption: August 9, 2021
Date of Revision: May 12, 2025

Personnel—All EmployeesNotification of Arrest, Criminal Charges, and Certificate, License or Child Abuse Complaints

Employees must notify the Superintendent by the next working day after:

1. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
 - a. The maximum possible penalty for the **alleged violation of law crime** equals or exceeds seven-day incarceration;
 - b. The **alleged violation of law crime** relates to abuse, neglect, or endangerment of a minor, a minor was allegedly a victim or a witness, or the **alleged violation of law crime** involves alleged sexual misconduct;
 - c. Conviction would impact performance of employee's job responsibilities, including offenses that:
 - i. Would impact the responsibility to be a role model for students;
 - ii. Would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives our students, including on extracurricular activities; or,
 - iii. Would impact the employee's Commercial Drivers License (**CDL**) if the employee's job requires that the employee have a CDL.
 - d. The arrest or the alleged criminal activity occurred while the employee was on duty, on school property or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.
 - e. Employees must also promptly report to the Superintendent whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense was not otherwise reportable.
2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.
3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

Further, employees must give full disclosure of any Child Protection Act investigation that resulted in an "inconclusive" determination that occurred at any time. Current employees must give such disclosure within ten days following adoption of this policy.

As a condition of employment, applicants for employment must give such disclosure prior to commencement of employment. Any hiring made without such disclosure shall be subject to being immediately revoked in the event the required disclosure was not given.

Employees must give full disclosure of the existence and nature of the above proceedings and must also promptly notify the Superintendent of the disposition of the proceedings.

Legal documents relating to the proceedings shall be treated and maintained as part of the employee's confidential criminal background file.

Failure to notify as required under this policy may subject the employee to disciplinary action, up to and including termination.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel - ~~All Employees~~Wage and Deduction Information

Within ten working days after a written request is made by an employee ~~or former employee~~, the Superintendent or designee shall furnish the employee ~~or the former employee~~ with an itemized statement listing the wages earned and the deductions made from the employee's ~~or the former employee's~~ wages for each pay period that earnings and deductions were made. The statement may be in print or electronic format.

Legal Reference: [Neb. Rev. Stat. § 48-1230](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~–All Employees~~Employee Travel Compensation

Employees traveling on behalf of the District and performing approved district business will be reimbursed for their actual and necessary expenses. Actual and necessary travel expenses shall include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses, and registration costs.

It is the policy of the Board to pay the actual and necessary expenses incurred by employees at educational workshops, conferences, training programs, official functions, hearings, or meetings, whether incurred within or outside the boundaries of the local government, to include:

1. Registration costs, tuition costs, fees, or charges;
2. Mileage at the current district reimbursement rate or actual travel expense if travel is authorized by commercial or charter means; and
3. Meals and lodging as approved in advance by the Superintendent or ~~the Superintendent's~~ designee.

Prior to reimbursement of actual and necessary expenses, the employee must submit a detailed receipt indicating the date, purpose, and nature of the expense for each claim item. A credit card receipt is generally not considered a detailed receipt. Failure to provide a detailed receipt shall make the expense non-reimbursable.

Legal Reference: Neb. Statute 13-2201 et seq.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~All Employees~~Travel Expense Reimbursement

Reimbursement regulations shall be as follows:

1. Meals

- a. Refer to the U.S. General Services Administration (USGA) [site](#) for per diem rates.
- b. Cost of meals must be itemized by date.
- c. Reimbursement for tips up to ~~15%~~ 20% will be allowed.

2. Lodging

- a. Lodging will be approved by the administrator who has approved the trip.
- b. UGSA Tables should provide guidance with the understanding that specific itineraries may adjust the allowable amount.

3. Transportation

- a. Parking and storage charges will be allowed.
- b. Mileage ~~to~~ will be reimbursed at a rate specified by the ~~Nebraska Department of Education~~ Internal Revenue Service
- c. Transportation by public carrier will be reimbursed at the actual cost of the fare.

4. In-District

Some employees are required by the Board of Education to have transportation available during the employee's scheduled hours of work. The Board of Education will reimburse this expense according to the following guidelines:

- a. Mileage ~~to~~ will be reimbursed at a rate specified by the ~~Nebraska Department of Education~~ Internal Revenue Service
- b. No mileage for commuting from home will be reimbursed.
- c. Mileage will be reimbursed by two methods:
 - a. Scheduled Amount: A flat amount will be paid each quarter based on the schedule that is set up by the Superintendent to meet the District's needs.
 - b. Daily Log: Any ~~random~~ travel which is required by the Superintendent ~~or the Superintendent's designee~~ should be logged daily and submitted each month to the ~~immediate supervisor~~ ~~building principal~~. This mileage would be in addition to that which is required under (a) above.
 - c. Requests for reimbursement will be paid each month.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~–All Employees~~Workplace Privacy Policy

The District will abide by the Nebraska Workplace Privacy Act and will not:

1. Require or request that an employee or applicant provide or disclose any user name or password or any other related account information in order to gain access to the employee's or applicant's personal Internet account by way of an electronic communication device;
2. Require or request that an employee or applicant log into a personal Internet account by way of an electronic communication device in the presence of the District in a manner that enables the District to observe the contents of the employee's or applicant's personal Internet account or provides the District access to the employee's or applicant's personal Internet account;
3. Require an employee or applicant to add anyone, including the District, to the list of contacts associated with the employee's or applicant's personal Internet account or require or otherwise coerce an employee or applicant to change the settings on the employee's or applicant's personal Internet account which affects the ability of others to view the content of such account;
4. Take adverse action against, fail to hire, or otherwise penalize an employee or applicant for failure to provide or disclose any of the information or to take any of the actions prohibited by the Workplace Privacy Act; **or,**
5. Require an employee or applicant to waive or limit any protection granted under the Workplace Privacy Act as a condition of continued employment or of applying for or receiving an offer of employment.

Notwithstanding anything to the contrary, all employees must abide by the District's technology policies, procedures, and guidelines, including the District's Internet Use policy and/or practice. Pursuant to the Workplace Privacy Act, the District may also:

1. Monitor, review, access, or block electronic data stored on an electronic communication device supplied by or paid for in whole or in part by the District or stored on the District's network, to the extent permissible under applicable laws;
2. Access information about an employee or applicant that is in the public domain or is otherwise obtained in compliance with the Workplace Privacy Act;
3. Conduct an investigation or require an employee to cooperate in an investigation if the District has specific information about potentially wrongful activity taking place on the employee's personal Internet account, for the purpose of ensuring compliance with applicable laws, regulatory requirements, or prohibitions against work-related employee misconduct; **and,**
4. Any other reason permitted by the Workplace Privacy Act.

Legal Reference: [LB 821, 2016](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~All Employees~~Employee Fundraising

Any employee who directly or indirectly seeks to use their position as a district employee to fundraise (such as through a crowdfunding initiative) must obtain prior approval from the Superintendent or ~~the Superintendent's~~ designee before taking any action to fundraise.

An employee who receives permission to fundraise shall abide by the following requirements:

- a. The employee shall inform the Superintendent or ~~the Superintendent's~~ designee of any content (including online messages or requests) that the employee intends to publish.
- b. The employee shall not violate any district policy, rule, or law in any fundraising efforts and shall keep all student information confidential.
- c. The employee must account for any money raised through the approved fundraising effort and shall provide evidence to the Superintendent or ~~the Superintendent's~~ designee as to how the money was spent.

District employees who engage in fundraising efforts in their private capacities need not abide by this policy.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel—All EmployeesLeave for CourtJury Duty

In the event that a district employee receives notice that he or she may be required to serve on a jury, the employee shall notify as soon as possible ~~the building principal~~ **their immediate supervisor** of the potential jury duty day(s). In doing so, the employee must provide a copy of the jury summons or notification from the court. The employee and ~~building principal~~ **their immediate supervisor** must work cooperatively to schedule any arrangements that need to be made while the employee serves on the jury, such as lesson planning for a substitute teacher.

In the event that a district employee is selected for jury duty, the employee shall immediately notify ~~the building principal~~ **their immediate supervisor**. For any day that the employee actually serves on the jury, the District will pay the employee the difference between the employee's regular daily wages that the employee would have earned that day and the amount that the employee receives as payment for jury service. An employee who serves on a jury will not be required to use or lose any available leave days in order to serve on the jury.

In the event that a district employee is not selected for jury duty, then such employee shall immediately notify ~~the building principal~~ **their immediate supervisor** and report to work as scheduled.

Subpoenas

In the event that a district employee is subpoenaed as a witness in a legal matter, the District will accommodate the employee's leave, as long as the employee provides reasonable advance notice to ~~the building principal~~ **their immediate supervisor**. The employee and ~~building principal~~ **their immediate supervisor** must work cooperatively to schedule any arrangements that need to be made while the employee is absent, such as lesson planning for a substitute teacher. For any hours that the employee testifies in a legal proceeding during a regularly scheduled work day, the District will pay the employee the difference between the employee's regular daily wages that the employee would have earned and the amount that the employee receives for testifying as a witness. An employee who misses work to testify will not be required to use or lose any available leave days in order to testify. An employee will not lose any other benefits (such as health insurance) for serving on a jury.

Notwithstanding anything to the contrary in this policy, if a district employee is either (1) a party to a legal matter or (2) subpoenaed as a witness in a legal matter in which the employee has a personal interest, then the employee will not be paid by the District for any such absence, unless the employee uses available paid leave and such leave is approved in advance by the Superintendent. Legal matters that involve an employee's personal interest may include criminal proceedings (including traffic citations) against the employee, divorce or family law proceedings involving the employee or a member of the employee's family, or civil disputes between the employee and a third party; however, the Superintendent shall have the final say on whether an employee has a personal interest in the legal matter at issue.

Subject to Negotiated Agreement

In the event that any provision(s) of this policy conflict with the applicable Negotiated Agreement, then such provision(s) of this policy will be disregarded and the Negotiated Agreement will control.

Legal Reference: [Neb. Rev. Stat. § 25-1223](#)
 ~~[Neb. Rev. Stat. § 25-1640](#)~~
 ~~[Neb. Rev. Stat. § 25-1674](#)~~

~~Cross Reference: 4005~~

Date of Adoption: August 9, 2021
Date of Revision: May 12, 2025

Personnel ~~–All Employees~~Wage Information

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

Legal Reference: ~~LB 217 (2019)~~
Neb. Rev. Stat. § 48-1114

Date of Adoption: August 9, 2021
~~Date of Revision:~~ ~~May 12, 2025~~

Personnel ~~All Employees~~Payroll Procedures

The payroll period for the ~~school~~ District shall be monthly. Employees shall be paid on the 21st of each month or the preceding work day if the 21st falls on the weekend or a holiday.

Newly hired faculty may request to receive their first year's earnings in 13 installments. The first installment to be received on or about September ~~1~~ 5.

It shall be the responsibility of the Superintendent or ~~the Superintendent's~~ designee to issue payroll to employees in compliance with this policy.

If applicable, the requirements stated in the Negotiated ~~Contract Agreement~~ between employees in a certified collective bargaining unit and the Board regarding payroll periods of such employees shall be followed.

Date of Adoption: August 9, 2021

Date of Revision: May 31, 2025

Personnel ~~–All Employees~~Injury Leave

A district employee who believes that they have been physically injured within the employee's scope of employment by another individual who intentionally, knowingly, or recklessly causes bodily injury to such employee must report such injury to the employee's administrator as soon as practical. An administrator will then investigate the circumstances to determine if the employee qualifies for paid injury leave. The employee may be required to provide confirmation from a physician regarding the causation and the period of time for which an employee is unable to work. If the administrator determines that the employee qualifies for paid injury leave, then the employee will receive up to seven calendar days of paid injury leave to cover the amount of time that the employee was otherwise scheduled to work. Such paid injury leave will not count against the employee's other available leave.

If the administrator determines that the employee does not qualify for paid injury leave, then the employee may be required to use other available leave. There is no appeal process for an employee who has been denied a request for paid injury leave.

Legal Reference: ~~LB-1186 (2020)~~
Neb. Rev. Stat. § 79-8,106

Date of Adoption: November 8, 2021
Date of Revision: May 12, 2025

Personnel ~~–All Employees~~Agents/Tutors

Staff shall not act as agents, or accept commission, royalties, or other rewards for books or other school materials, the selection or purchases of which they may influence.

Staff may not provide private tutoring or professional services in exchange for compensation from a source other than the District without advance approval of the Superintendent ~~or the Superintendent's designee~~:

1. To a child that the employee teaches or provides professional services in the course and scope of the employee's duties to the District;
2. In a facility owned or under the control of the District; or,
3. During the employee's duty hours.

Staff who accept engagements to provide private tutoring or professional services are to make clear that the services are not being provided on behalf of the District to the extent the recipient of the services may in any way otherwise be caused to believe the services are provided through the District.

Legal Reference: [NDE, Rule 27](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel -All EmployeesEmployee Conflict of Interest

Employees' use of their position with the District for financial gain shall be considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee without the approval of the Superintendent. If the approval of the Superintendent **or the Superintendent's designee** is given, the employee must conduct the solicitations within the conditions set by the Superintendent **or the Superintendent's designee**. Further, the Superintendent **or the Superintendent's designee** may, upon five **business** days' notice, require the employee to cease such solicitations as a condition of continued employment.

Employees shall not act as an agent or dealer for the sale of textbooks or other school supplies. Employees shall not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or to parents. Employees shall not engage in outside work or activities where the source of information concerning the customer, client, or employer originates from information obtained because of the employee's position in the District.

It shall also be a conflict of interest for an employee to engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest shall be deemed to exist shall include, but not be limited to, any of the following:

1. The outside employment or activity involves the use of the District's time, facilities, equipment, and supplies or the use of the District's badge, uniform, business card, or other evidences of office to give the employee or the employee's immediate family an advantage or monetary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee who is employed by the District.
2. The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the employee's immediate family from anyone other than the District for the performance of any act that the employee would be required or expected to perform as part of the employee's regular duties or during the hours during which the employee performs service or work for the District.
3. The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of the employee during the performance of the employee's duties.

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment of or activity. If the activity or employment falls under (3), then the

employee must:

1. Cease the outside employment or activity; or,
2. Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

It shall be the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-All Employees~~Anti-Nepotism

The Scottsbluff Public Schools standards for employment decisions such as hiring, promoting, reappointing, evaluating, awarding salary, disciplining, and terminating employees are based upon an individual's qualifications for the position, ability, and performance. The District attempts to avoid favoritism, the appearance of favoritism, and conflicts of interest in employment, and reserves the right to take appropriate action when relationships or associations of employees negatively affect the District's mission and goals.

Recruitment, Selection, Assignment and Advancement

1. For purposes of this section:
 - a. Family member means an individual who is the spouse, child, parent, brother, or sister by blood, marriage, or adoption. Additionally, a family member includes any other member of the employee's household whether or not related by blood or marriage and any individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.
 - b. Nepotism means the act of hiring, promoting, or advancing a family member or recommending the hiring, promotion, or advancement of a family member.
 - c. Supervisor means an employee having authority, to hire, transfer, suspend, layoff, promote, discharge, assign, evaluate, reward, or discipline employees, responsibility to direct them or to adjust their grievances, or effectively to recommend any such action, if the exercise of such authority is not merely of a routine or clerical nature but requires the use of independent judgment.
2. No official or employee shall engage in nepotism.
3. No employee shall act as a supervisor to his or her family member.
4. No official or employee shall terminate the employment of another employee so as to make funds or a position available for the purpose of hiring a family member.
5. Any person violating this section may be subject to disciplinary action.
6. With the Superintendent's recommendation, the Board of Education may, upon a written showing of good cause, grant an exception to subsection (2) or (3) of this policy. The written showing of good cause shall be a public record.
7. An employee who becomes a supervisor to his or her family member other than by means of nepotism shall notify the Superintendent within seven days of becoming aware of such a situation and may continue to act as a supervisor until the Superintendent remedies the situation.

Supervisor/Subordinate Employee Relationships

Furthermore, to avoid the risk of sexual harassment or any appearance of impropriety, employees shall not be allowed to retain supervisory responsibilities over subordinate employees whom they are dating. A supervisor who becomes involved in a relationship covered by this policy shall notify the Superintendent within 10 working days after the start of this relationship. Upon receiving notification of such a relationship from the supervisor, the Superintendent shall immediately assign to another supervisor all responsibilities for employment decisions affecting the subordinate employee and shall make arrangements to transfer one of the employees to another position in the district within a reasonable period of time.

Exceptions involving the Superintendent and the Superintendent's family or household members must be approved by the Board of Education.

Legal Reference: [Neb. Rev. Stat. § 49-1499.07](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel - All EmployeesProfessional Boundaries Between Employees and Students

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following non-exclusive list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

1. Using e-mail, text messaging, instant messaging, or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades). Scottsbluff Public Schools requires all messaging with students to be through district-sponsored programs: SBPS Remind ParentSquare, SBPS Google Mail, and SBPS Google Classroom; ~~and SBPS SeeSaw.~~
2. ~~Engaging in social-networking friendships with a student on social networking sites. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.~~
3. ~~Engaging in social-networking friendships with a student on a social networking site in an inappropriate, immoral or unethical manner. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children (for example, inappropriate, immoral or unethical photos or videos). Following or promoting students is not considered to be engaging in a social-networking relationship or friendship;~~
4. Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District;
5. Making any sexual advance - verbal, written, or physical - towards a student;
6. Showing sexually inappropriate materials or objects to a student;
7. Discussing with a student sexual topic that are not related to a specific curriculum;
8. Telling sexual jokes to a student;
9. Invading a student's physical privacy (e.g., walking in on the student in a restroom);

10. Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention;
11. Unwanted or unwarranted touching of a student without a reasonable educational purpose or while alone with a student when no others are present;
12. Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan;
13. Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems);
14. Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle;
15. Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator;
16. Inviting a student to the employee's home without prior express permission of the student's parent and school administrator;
17. Going to the student's home when the student's parent or a proper chaperone is not present;
18. Giving gifts of a personal nature to a specific student;
19. Discussing alcohol, tobacco, or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended;
20. Discussing ~~another~~ any student's or employee's personal matters ~~when it is not appropriate~~ outside of the ~~instructional~~ educational setting; and/or,
21. Staff should be judicious in posting photos online, both personally and professionally, especially if they could be considered unprofessional or in any way exhibit poor role-modeling for students.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of family relationships between employees and their children who are students in the District.

Date of Adoption: August 9, 2021
Date of Review: ~~June 13, 2022~~ May 12, 2025

Personnel ~~–All Employees~~

Abuse of Students by School District Employees

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the District under the direction and control of the District. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

The District will respond promptly to allegations of abuse of students by district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

The investigator will pass the findings on to the Superintendent who will complete any further investigations as deemed necessary and take appropriate final action.

~~The Superintendent is responsible for drafting administrative regulations to implement this policy and for organizing employee training relating to this policy. Procedures shall be reviewed annually for adequacy and accuracy.~~

Legal Reference: [Neb. Rev. Stat. § 79-295](#)
 [Neb. Rev. Stat. § 79-879](#)

Date of Adoption: August 9, 2021
Date of Revision: May 12, 2025

Personnel - All Employees

Witness Disclosure Form

Name of witness: _____

Position of witness: _____

Date of testimony, interview: _____

Description of instance witnessed: _____

Any other information: _____

I agree that all of the information in this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

Personnel - All EmployeesAbuse Complaint Form

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged abuser: _____

Date and place of incident or incidents: _____

Description of misconduct: _____

Name of witnesses (if any): _____

Evidence of abuse, i.e., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____ Date: _____

Personnel - All EmployeesProhibition on Aiding and Abetting Sexual Abuse

All school employees, contractors, and agents of the ~~school~~ District are prohibited from assisting another school employee, contractor, or agent in obtaining a new job if the individual knows or has probable cause to believe that such other employee, contractor, or agent engaged in sexual misconduct with a minor or student in violation of the law or policies of the District.

“Assisting” does not include the routine transmission of administrative and personnel files.

Exceptions to giving such assistance may only be made where the exception is authorized by the Every Student Succeeds Act (for example, where the matter has been investigated by law enforcement and the person has been exonerated and approved by the Superintendent or the Superintendent’s designee).

Legal Reference: [ESSA Sec. 8038, Sec. 8546](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Certificated Employees~~Qualifications for Appointment as Teacher

To be eligible for appointment as a teacher, an applicant must hold a valid Nebraska teaching certificate or permit (or provide satisfactory evidence that these requirements will be in place prior to commencement of duties).

Legal Reference: [Neb. Rev. Stat. §§ 79-801 et. seq.](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Certificated Employees~~Qualifications for Appointment to Administrative and Supervisory Positions

To be eligible for appointment to any certificated administrative or supervisory position, an applicant must meet the requirements for NDE Rule 21 and/or have a minimum of a Master's Degree from an accredited institution of higher learning with graduate training in educational supervision and administration from an accredited or approved college or university and have an appropriate current certificate from the State of Nebraska, Department of Education (or provide satisfactory evidence that these requirements will be in place prior to commencement of duties), and such other certification or license as may be required by law.

Legal Reference: Neb. Rev. Stat. §§ 79-801 et. seq.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~–Certificated Employees~~Contract

Certificated employees shall be recommended for hiring by the Superintendent ~~or the Superintendent's designee~~ with the final approval by the Board of Education prior to hiring. Final approval must be made by formal motion of the Board of Education. ~~The final approval by the Board of Education should generally follow the recommendation of the Superintendent whenever possible, but such approval of recommendation is not mandatory on the Board of Education.~~

All contracts for employment of a teacher or administrator to be effective must meet the following conditions:

1. The contract must be in writing and contain such provisions as are required by law;
2. The employed person must hold a valid teaching or administrative certificate at all times;
3. The employed person must not be under contract to another district in this state; and,
4. The contract must be approved by at least four ~~school~~ Board members and signed by a designated member of the Board.

No member of the Board of Education may cast a vote in favor of the election of any teacher when such member of the Board is related to him or her or to the majority of the Board by blood or marriage.

Legal Reference: [Neb. Rev. Stat. Sec. §§ 79-817 through 79-819](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Certificated Employees~~

Certification

Each ~~certificated staff member teacher~~ shall hold at all times a valid Nebraska teaching ~~or~~ ~~administrative~~ certificate.

Legal Reference: [Neb. Rev. Stat. Sec. 79-802](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Certificated Employees~~Certificated Employee Salary Schedule

The Board shall establish salary schedules for certificated employees' positions keeping in mind the financial condition of the school district, the education and experience of the certificated employee, the educational philosophy of the District, and other factors deemed relevant by the Board.

The Superintendent ~~of schools~~ may allow credit for previous teaching ~~or industry-specific~~ experience when placing new employees on the salary schedule ~~consistent with the Negotiated Agreement~~.

Placement is subject to verification of college hours of credit by way of official transcripts submitted to the Office of ~~the~~ Superintendent.

The salary schedule shall be subject to review and modification through the collective bargaining process.

The requirements stated in the Negotiated ~~Contract Agreement~~ between employees in that certified collective bargaining unit and the Board regarding wages and salaries of such employees shall be followed.

It is the responsibility of all staff members to verify the accuracy of the salary placement and compensation on an annual basis.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel—~~Certificated Employees~~Advancement on Salary Schedule

The superintendent may recommend no increase, or appropriate step increases, for certified staff retained by the District. Increase or movement on the scale will be determined by the Negotiated Agreement with the Scottsbluff Education Association. Steps and years are not to be considered the same.

All credit courses for movement on the salary schedule must be submitted on a Credit Approval Form' and approved by the Superintendent or ~~their~~ the Superintendent's designee prior to the course being taken. Upon completion of the course, evidence (official transcripts) of college hours of credit must be submitted to the District Office for verification of accurate record of employee status. ~~Employees requesting mid-year salary placements must submit a credit approval form for approval and have their grade card(s)/transcript(s) turned into the Administration Office on or before the last Friday of a given month for pay changes to occur in the following months' payroll.~~

To move horizontally beyond the BA degree, the hours must be earned subsequent to the granting of the BA degree and must be graduate hours in an educational field or the staff member's related field.

To move horizontally beyond the MA column, graduate hours must be earned subsequent to the granting of the MA degree and must be graduate hours in an educational field or the staff member's related field.

The requirements stated in the Negotiated ~~Contract Agreement~~ between employees in that certified collective bargaining unit and the Board regarding salary schedule advancement of such employees shall be followed.

Date of Adoption: August 9, 2021
Date of Revision: ~~June 13, 2022~~ May 12, 2025

Personnel—~~Certificated Employees~~Certificated Employee Continued Education Credit

Continued education on the part of certificated employees may entitle them to advancement on the salary schedule or endorsement in additional subjects. Certificated employees who have completed additional hours will be considered for advancement on the salary schedule. The Board shall determine which certificated employees will advance on the salary schedule for continued education keeping in mind the financial condition of the ~~school~~ District, the education and experience of the certificated employee, the educational philosophy of the ~~school~~ District, and any other items deemed relevant by the Board.

Certificated employees who wish to obtain additional education for advancement on the salary schedule or other job-related purposes are asked to submit a credit approval form for pre-approval by the Superintendent or designee, preceding the actual year when advancement or addition of endorsements occurs. Employees requesting mid-year salary placements must submit a credit approval form for approval and have their grade card(s)/transcript(s) turned into the Administration Office on or before the last Friday of a given month for pay changes to occur in the following months' payroll. The Superintendent or designee has the discretion to approve credit outside the employee's area of endorsement or responsibility.

All graduate-level courses being submitted for salary advancement must meet the following criteria:

1. The course work requires a task, project, essay, or other related output to demonstrate the transfer or learning into practice.
2. The course is facilitated by an instructor. The instructor interacts with the professional learning participants either face-to-face or virtually or through feedback and grading (including pass/fail) on participant tasks.
3. The course provider ensures 15 hours of professional learning outside of contract time for 1.0 credit.

The requirements stated in the Negotiated Contract between certificated employees in a certified collective bargaining unit and the Board regarding continued education credit of such employees shall be followed.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Certificated Employees~~Probationary Certified Employees

During the first three years of employment with the ~~School~~ District, as determined and calculated in accordance with state law, a certificated employee shall be considered a probationary employee. A probationary employee's rights to continued employment status and non-renewal of a probationary employee's contract shall be determined according to law.

Legal Reference: [Neb. Rev. Stat. § 79-824](#)

Date of Adoption: August 9, 2021

~~Date of Revision:~~ ~~May 12, 2025~~

Personnel ~~-Certificated Employees~~Permanent Certified Employees

A certificated employee who has been employed for the full probationary period as set forth in ~~Board~~ Policy 4120 and in accordance with state law is a permanent certificated employee. A permanent certificated employee's rights to continued employment status and termination of said permanent certificated employee's contract shall be determined according to law.

Legal Reference: [Neb. Rev. Stat. § 79-824](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Certificated Employees~~Formal Due Process Procedure

Scottsbluff Public Schools, pursuant to §79-832 et seq., R.R.S., 1943, does hereby establish the following Formal Due Process Procedure concerning certified employees:

1. Prior to any hearing required under §79-832, a notification to the certified employee shall be submitted in writing and delivered at least five days prior to the hearing containing the grounds alleged for the action and the cancellation, termination, or non-renewal of the certified employee's contract.
2. Upon request of the certified employee a notification of at least five days prior to the hearing will contain the names of all witnesses who will be called to testify against the certified employee, and the certified employee will have an opportunity to examine any documents that will be presented at the hearing.
3. The certified employee's right to be represented.
4. The certified employee's opportunity to cross-examine all witnesses, to examine all documents, and to present evidence material to the issues.
5. Due and proper notice of the hearing shall be given in accordance with the Open Meeting Law of the State of Nebraska (§84-1408 thru §84-1414). Upon an affirmative vote of the majority of the ~~school~~ Board members present and voting, and upon the specific request of the certified employee or the certified employee's representative, the hearing shall be conducted in a closed session, but the formal action of the ~~school~~ Board shall be taken in open session.
6. A majority of the members of the ~~school~~ Board shall render its decision to end, cancel, amend, terminate, or not renew a certified employee's contract, based solely upon the evidence produced at the hearing. The findings and determinations of the majority of the members of the ~~school~~ Board shall be reduced in writing and said decision shall be delivered to the certified employee pursuant to § 79-832.
7. At such a hearing, all witnesses shall testify under oath, and the Rules of Evidence adopted by the Supreme Court of the State of Nebraska need not be followed.
8. All evidence shall be taken by ~~either stenography or tape~~ video or audio recording, and shall be made available pursuant to the laws of the State of Nebraska for appeal.
9. The procedure to be followed at such formal due process hearing is as follows:
 - a. Opening statement by administration;
 - b. Opening statement by certified employee;
 - c. Evidence of administration;
 - d. Evidence of certified employee;
 - e. Rebuttal evidence of administration;

- f. Closing statement of administration;
- g. Closing statement of certified employee; and,
- h. Decision of ~~school~~ the Board.

Legal Reference: Neb. Rev. Stat. § 79-832
 Neb. Rev. Stat. §§ 84-1408 et seq.

Date of Adoption: August 9, 2021
Date of Revision: May 12, 2025

Personnel ~~-Certificated Employees~~Certificated Employee Suspension

Certificated employees shall perform their assigned job, respect and follow Board policy, and obey the law. The Superintendent is authorized to suspend a certificated employee pending Board action on a discharge, for investigation of charges against the employee, and for disciplinary purposes. It shall be within the discretion of the Superintendent to suspend a certificated employee with or without pay.

In the event of a suspension, appropriate due process shall be followed.

Legal Reference: [Neb. Rev. Stat. § 79-824](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Certificated Employees~~Assignment of Duties

The Superintendent or **the Superintendent's** designee shall have the authority to assign and reassign teachers and other staff to extracurricular activities and other specific activities, including supervision of pupils in halls, study halls, playgrounds, work on faculty committees and staff activities, and other duties necessary for the operation of the school.

Legal Reference: [Neb. Rev. Stat. § 79-839](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Certificated Employees~~Student Teachers and Pre-Student Teachers

The District will cooperate with colleges and universities by allowing students who are preparing to teach to devote a reasonable amount of time to training in our schools, provided that this training will in no way impede the satisfactory progress of pupils.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Certificated Employees~~Substitute Teachers

Persons employed as substitute teachers shall meet such qualifications as are established by law and the State Department of Education and may be employed for periods of time in the absence of the regular teacher.

Rates of compensation for all substitute teachers will be set by the Board. Beginning the sixteenth (16th) consecutive day in the same classroom, the rate of pay will be 1/189 of the beginning teacher base salary.

Substitute teachers will not participate in the health plan or other fringe benefits of the ~~school~~ District.

The Superintendent ~~or the Superintendent's designee~~ shall be responsible for recruitment, selection, assignment, orientation, and evaluation of substitute teachers. The Superintendent or Superintendent's designee is hereby authorized on behalf of the District to execute any necessary documents to assist a substitute teacher to secure a local substitute teaching permit.

Each substitute teacher must hold proper Nebraska certification.

Legal Reference: [Neb. Rev. Stat. § 79-808](#)

Date of Adoption: August 9, 2021

Date of Revision: ~~June 13, 2022~~ May 12, 2025

PersonnelProfessional GrowthRequired Professional Growth Activities

State Requirement: Permanent certificated employee; evidence of professional growth required.

Every six years permanent certificated employees shall give evidence of professional growth. Six semester hours of college credit shall be accepted as evidence of professional growth or, in the alternative, such other activities as are approved by the School Board, which may include, but are not limited to, **workshops, professional development, book studies**, educational travel, professional publications, or work on educational committees.

District Requirement

Each certificated staff must log ten professional development points each school year that have been preapproved by the staff member's supervisor and/or the Executive Director of Curriculum and Instruction. **District-wide extenuating circumstances that may arise can allow for the Executive Director of Curriculum and Instruction and/or Superintendent to adjust the required professional points for the impacted school year.** The completed form must be submitted to the Building Administrator by **March 1 April 15**. The professional growth period will be from June 1 to May 31.

Legal Reference: [Neb. Rev. Stat. § 79-830](#)

Date of Adoption: August 9, 2021

Date of Revision: **May 12, 2025**

Personnel ~~-Certificated Employees~~Teacher Training

The District shall provide and promote development programs for all professional staff - Superintendent, principals, ~~and teachers~~ ~~and the Board of Education~~. Features of the staff development program ~~include~~:

1. Staff development resources and time shall be allocated in keeping with the key values and priorities of the district;
2. The staff development program shall concentrate on the programs and practices of effective schools and teaching, goal setting, assessment procedures, evaluation of staff, and the change process;
3. Content shall be selected that has been verified by research to improve student outcomes; ~~and,~~
4. Teachers shall be actively involved in initiating, planning, and conducting the development programs for teachers.

At least annually, the administration will present to the Board the ~~planned staff training~~ ~~Staff Training Resolution~~ as required by law. The Board will then approve ~~those training requirements~~ ~~the Staff Training Resolution~~ if the Board determines that the length of each training is reasonable.

Date of Adoption: August 9, 2021
Date of Revision: ~~June 10, 2024~~ May 12, 2025

Personnel –~~Certificated Employees~~Evaluation of ~~Teachers~~ Certificated Staff

These evaluation procedures are applicable to certificated staff (~~teachers~~). Administrators are not covered by this evaluation policy.

Communication of Evaluation Process

Annual written communication of the evaluation process to those being evaluated shall be made by distributing a copy of the evaluation instrument to the certificated staff at the beginning of each school year.

Duration and Frequency of Observations and Written Evaluations

The duration and frequency of observations and written evaluations for probationary and permanent (tenured) ~~teachers~~ certificated staff are to be as follows:

1. Probationary ~~Teachers~~ Certificated Staff. Formal observations of probationary ~~teachers~~ certificated staff shall be based upon actual classroom observations for an entire instructional period.

Probationary ~~teachers~~ certificated staff shall be formally observed and evaluated at least once each semester.

The responsible evaluator is expected to complete the second semester evaluations of probationary ~~teachers~~ certificated staff prior to April 15 of each year.

2. Permanent ~~Teachers~~ Certificated Staff. Formal observations and evaluations of permanent ~~teachers~~ certificated staff are to be based upon actual classroom observations for an entire instructional period.

Permanent ~~teachers~~ certificated staff are to be formally observed and evaluated at least once every three school years.

3. ~~Teachers' Certificated Staff's~~ Responsibility. ~~Teachers~~ Certificated staff are expected to inform the responsible evaluator of instructional periods that would be conducive to an evaluation and to make themselves readily available for evaluations. In the event the responsible evaluator has not initiated the evaluation process nearing the time within which an evaluation is required to be completed, the ~~teacher~~ certificated staff has the responsibility to notify the responsible evaluator such that the evaluation can be completed when due.
4. Failure to Complete Evaluations. For permanent ~~teachers~~ certificated staff, a failure to complete evaluations with the designated duration and frequency shall not give the permanent ~~teachers~~ certificated staff rights, but is to be considered in evaluating the responsible evaluator's performance.
5. Informal Observations and Evaluations. Informal observations and evaluations may be

conducted as the administration determines to be appropriate.

6. Additional Observations and Evaluations. The duration and frequency of observations and written evaluations is specified as a minimum. Observations and evaluations of greater frequency or number than required may be conducted and made at the request of the ~~teacher~~ **certificated staff** or in the discretion of the evaluator.

The descriptors set forth in the evaluation instrument approved by the Board of Education and the State of Nebraska set forth the specific district-defined criterion within each of the foregoing criteria areas.

In preparing summative evaluations, evaluators are to consider not only the formal observations conducted, but also informal observations and other relevant information concerning the performance of the ~~teachers~~ **certificated staff**.

Communication of Deficiencies

The evaluation process shall include written communication and documentation to the evaluated ~~teacher~~ **certificated staff** specifying all noted deficiencies, specific means for the correction of the noted deficiency, and an adequate timeline for implementing the concrete suggestions for improvement.

As professionals, ~~teachers~~ **certificated staff** may be assigned responsibility to provide suggestions for improvement plans or job growth strategies and shall have the duty of complying with such requests. Further, in the event improvement plans or other similar performance measures are implemented, ~~teachers~~ **certificated staff** shall have the duty to comply with such plans. ~~Teachers~~ **Certificated staff** are expected to be cooperative, professional, and to exhibit a willingness to improve performance and to accept the constructive criticisms and suggestions of the evaluator.

Teachers Certificated Staff Responses to Evaluations

~~Teachers~~ **Certificated staff** shall be provided seven calendar days from receipt of an evaluation in which to give a written response to the evaluation.

Plan for Training Evaluators

All evaluators shall possess a valid Nebraska Administrator's Certificate and be trained to use the evaluation system used in the District. Training sessions in the use of the District's ~~teacher~~ **certificated staff** evaluation system will be provided by the Superintendent or ~~the~~ **Superintendents** designee to all evaluators prior to their participation in ~~teacher~~ **certificated staff** evaluations. Refresher training is to be conducted as the Superintendent determines to be needed.

Legal Reference: [Neb. Rev. Stat. § 79-828](#) (~~Evaluation of Probationary Teachers~~)
[NDE Rule 10](#)

Date of Adoption: August 9, 2021
Date of Revision: May 12, 2025

Personnel –~~Certificated Employees~~Reduction-in-Force Policy for Certificated Staff

Reductions-in-force of certificated staff members may be required due to decreasing enrollments, limited financial support, changing programs, or other changes in circumstances. If such changes occur and a reduction of certificated staff is necessary, the Superintendent or ~~the Superintendent's~~ designee, shall recommend to the Board of Education those certificated employees to be reduced under the reduction-in-force provisions of the continuing contract laws, provided, however, that no permanent employee may be reduced through a reduction-in-force while a probationary employee is retained to perform a service in a position that the permanent employee is qualified by certification and endorsement to perform or where certification is not applicable, by reason of college credits in the teaching area.

Due to the often intimate, confidential, and unique personal working relationship necessary between the administration and the Board of Education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.

The selection of personnel to be reduced shall be made with consideration given to the following:

1. Programs to be offered;
2. Areas of certification and endorsement;
3. State and federal regulations which may mandate certain employment practices;
4. Special qualifications that may require specific training and/or experience;
5. Contributions to activity programs;
6. Qualifications based on past performance and competence as determined by the principal and/or Superintendent through employee evaluation procedures;
7. The organizational and educational impact created by multiple part time certificated employees; and,
8. Any other reasons which can be rationally related to the instruction in or administration of the school system.

Employee evaluations (including frequency of evaluations, evaluation forms, and number and length of classroom observations, if applicable) used for purposes of this policy shall conform to the Board policies and administrative rules, regulations, and practices (in effect at the time) related to the periodic evaluation of certificated staff members.

If, after consideration of the above, it is the opinion of the Superintendent that no significant difference exists between certificated employees being considered for reduction-in-force, then the employee with the longest uninterrupted service to the District shall be retained. Uninterrupted service time shall accrue the same for all certificated employees regardless of their full-time equivalency. Uninterrupted service time for employees employed less than a full school year shall accrue according to the number of contract days worked. Uninterrupted service time shall not accrue for certificated employees on leave of absence ~~as defined in Policy 4170~~ for

more than forty days.

Any certificated employee whose contract is terminated because of reduction-in-force shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year and the employee shall be recalled on the basis of length of uninterrupted service to the school to any position for which he or she is qualified by endorsement or college preparation to teach. The employee shall, upon reappointment, retain any benefits which had accrued to said employee prior to the reduction, but such leave of absence shall not be considered as a year of employment by the District. An employee under contract to another educational institution may waive recall but such waiver shall not deprive the employee of his or her right to subsequent recall.

It shall be the responsibility of such certificated employee to file, with the Superintendent **or the Superintendent's designee**, a copy of said employee's teaching certificate (including endorsements) upon initial employment with the District. On or before March 15th of each year thereafter (for so long as the employee is employed in the school system or has rights of recall) evidence of any changes in said employee's certification or endorsements which have occurred (since March 15th of the previous year) or are pending shall be filed with the Superintendent **or the Superintendent's designee**.

Any certificated employee whose employment contract is reduced as a result of reductions-in-force shall (during his/her period of recall) report his/her current address to the Superintendent **or the Superintendent's designee** and shall inform said Superintendent **or the Superintendent's designee** of any changes of address thereafter. If a vacancy in the system occurs for which said employee has rights of recall, the offer of such employment may be sent by said Superintendent **or the Superintendent's designee** to said employee's last known address. If no acceptance of such offer is received from said employee within fourteen days of mailing and the Superintendent **or the Superintendent's designee** has no personal knowledge of the whereabouts of said employee (other than said last known address), the employee shall be deemed to have waived his/her rights to recall to said employment position.

Anything in this policy to the contrary notwithstanding, this policy shall specifically permit and allow reductions-in-force to occur which deal with total elimination or termination or amendment of contracts or positions, which deal with reductions-in-force from full-time to part-time, which deal with reductions-in-force from part-time to a lesser part-time, or which deal with any other reductions-in-force which result in the termination or amendment of a certificated employee's contract or employment position.

Legal Reference: [Neb. Rev. Stat. §§ 79-846 to 79-849](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

PersonnelLeave of Absence

After a minimum of seven years of continuous employment in Scottsbluff Public Schools, a teacher may apply for a one-year leave of absence. Criteria to be considered by the Superintendent in recommending approval or denial of a request include:

1. Consistency with Negotiated Agreement;
2. No more than three teachers may be on leave during the same year. If more than three requests are received, ~~the administration shall decide based on factors including the date of application, the reason for requesting leave, the subsequent value to the District, and seniority; it will be awarded on a first-come, first-serve basis;~~
3. Requests for the one-year leave of absence must be submitted in writing to the Superintendent prior to March 1;
4. A qualified replacement must be found before the leave is approved;
5. No salary or benefits will be paid to the teacher by the District during the year of absence. Continued group health insurance may be obtained, subject to the approval of the insurance carrier, the premiums for such insurance shall be paid by the teacher in advance. Upon return, the teacher will be placed on the salary schedule at the vertical step earned prior to the beginning of the leave period;
6. A teacher who wishes to return from leave shall notify the Superintendent in writing by February 1. If no such notice is received by February 1, the teacher is considered to have resigned. The District shall not be responsible for reminding the teacher of the required return notice;
7. A teacher returning from leave is not guaranteed the same position held before the leave of absence. However, an effort will be made to arrange for the same or a comparable position placement; and,
8. A teacher shall enter into a written agreement with the Board of Education setting forth the terms of such leave of absence.

Date of Adoption: August 9, 2021

Date of Revision: ~~May 13, 2024~~ May 12, 2025

Personnel –~~Certificated Employees~~Catastrophic Illness, Injury, or Physical Condition

~~In any instance where more than one teacher is assigned to the sponsorship of an activity for which a stipend is paid, each teacher thereby assigned shall receive payment of the stipend as is specified in the negotiated agreement between the certificated teaching staff and the school district. Should two or more teachers receive administration approval to share the sponsorship of any activity, only an amount equal to one stipend as specified shall be made but shall be equally divided among those teachers sharing the sponsorship.~~ The Board of Education may establish and fund for each school fiscal year 60 school days of catastrophic sick leave bank which shall be available to certificated employees upon application of a catastrophic illness, injury or condition involving the employee's spouse or children. Such sick leave bank benefit is discretionary with the Board of Education and is not a benefit of or subject to:

1. The Negotiated Agreement or agreements with the collective bargaining agent for the certificated and non-certificated staff of the ~~School~~ District; or,
2. Individual contract of any certificated or non-certificated staff member not a member of a collective bargaining unit. Upon adoption by the Board of Education, the policy shall remain in effect until repealed or modified in the sole discretion of the Board of Education.

An employee will not be paid for each day's absence in excess of the allowances provided by negotiated agreement unless granted additional leave through the District's sick leave bank.

Sick Leave Bank Days will be available on a first-come, first-served basis to certificated employees who have both exhausted their accumulated sick and personal leave and are faced with a catastrophic situation involving a spouse or child. Determination of a catastrophic situation will be the responsibility of the Superintendent or ~~the Superintendent's~~ designee. A maximum of twenty (20) days per year per individual will be allowed for use. The actual number of days used during any given year by an eligible individual will be determined by the Superintendent. Application for this leave shall be made to the Superintendent and/or ~~CFO~~/Executive Director of ~~School~~ Finance.

A catastrophic illness or condition shall mean an illness, injury or physical condition of a certificated employee's spouse or child(ren) that is certified by a physician to be of a serious life threatening or emergency nature that the certificated employee's attendance at school is prohibited or the certificated employee's presence with the spouse or child is reasonable and necessary to the care and recuperation of the spouse or child. Approved procedures and forms must be used.

Should an employee exhaust his/her sick leave and not qualify for additional days through the District's Sick Leave Bank, said employee shall receive notification that his/her sick leave allowance has been exhausted. This notification shall be in writing from the ~~Chief Financial Officer~~/Executive Director of ~~School~~ Finance. Sick leave bank days granted to a certificated employee shall be counted against any available Family and Medical Leave Act (FMLA) leave

days.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Certificated Employees~~Resignation of Certificated Employees

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

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

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

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

Legal Reference: [Neb. Rev. Stat. § 79-829](#)

Date of Adoption: July 10, 2023

Date of Revision: May 12, 2025

Personnel ~~-Certificated Employees~~Dual Sponsorship of Activities

In any instance where more than one teacher is assigned to the sponsorship of an activity for which a stipend is paid, each teacher thereby assigned shall receive payment of the stipend as is specified in the negotiated agreement between the certificated teaching staff and the ~~school~~ District. Should two or more teachers receive administration approval to share the sponsorship of any activity, only an amount equal to one stipend as specified shall be made but shall be split based on the discretion of the administration based upon duties assigned.

Date of Adoption: August 9, 2021
Date of Revision: ~~November 9, 2021~~ May 12, 2024

Personnel –~~Certificated Employees~~Standards of Ethical and Professional Performance – Certificated Staff

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

Certificated Personnel-Professional Performance and Code of Ethics

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

Preamble

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

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

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

Principle I - Commitment as a Professional Educator

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

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

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or ~~school~~ Board members;
2. Shall not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status;

3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or ~~School~~ Board Members in order to influence professional decisions;
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible;
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or ~~school~~ Board members for personal gain or private advantage;
6. Shall not sexually harass students, parents or school patrons, employees, or Board members;
7. Shall not have had revoked for cause in Nebraska or another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which an educator's certificate is issued in Nebraska;
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties;
9. Shall report to the Superintendent any known violation of these standards; ~~and~~,
10. Shall seek no reprisal against any individual who has reported a violation of these standards.

Principle II - Commitment to the Student

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

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

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view;
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible;
3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety;
4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student;
5. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law;
6. Shall not tutor for remuneration students assigned to his or her classes unless approved by the ~~Superintendent or the Superintendent's designee Board of Education~~;
7. Shall not discipline students using corporal punishment; ~~and~~,
8. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.

Principle III - Commitment to the Public

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling

an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

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

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

Principle IV - Commitment to the Profession

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

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

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

Principle V - Commitment to Professional Employment Practices

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

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

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications;
2. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment;
3. Shall give prompt notice to the employer of any change in availability of service;
4. Shall conduct professional business through designated procedures, when available, that have been approved by the Board of Education;
5. Shall not assign to unqualified personnel tasks for which an educator is responsible;

6. Shall permit no commercial or personal exploitation of his or her professional position,
and;
7. Shall use time on duty and leave time for the purpose for which intended.

Legal Reference: Neb. Rev. Stat. 79-859
Neb. Rev. Stat. 79-866
92 NAC 27

Date of Adoption: August 9, 2021
Date of Revision: May 12, 2025

Personnel ~~-Non-Certificated Employees~~

Qualifications of Non-Certificated Employees

Non-certificated employees shall meet the statutory license requirements and such other qualifications as may be determined by the Board and the Superintendent.

Date of Adoption: August 9, 2021
Date of Revision: May 12, 2025

Personnel ~~-Non-Certificated Employees~~"At Will" Employees

Unless otherwise designated, ~~all~~ non-certificated employees and non-certificated assignments shall be employed on an "at-will" basis. Non-certificated employees shall have no property right in continued employment and need not be accorded a hearing or any other procedural or substantive due process, prior to termination of their employment.

Nothing in Board policy, administrative regulations or practices, employee handbooks, or in any evaluation instrument, or in the appraisal process or program for non-certificated employees shall be or is intended to create or be a contract or part of a contract with a non-certificated employee which shall in any way be construed to be contrary to the "at will" employment of non-certificated employees. No administrator or other employee of the ~~school~~ District has any authority to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an at-will employment relationship.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Non-Certificated Employees~~Hiring/Dismissal of Non-Certificated Employees

The Board of Education hereby delegates to the Superintendent ~~or the Superintendent's designee~~ the authority to hire, suspend, and dismiss non-certificated employees (employees in positions that do not legally require a teacher or administrative certificate) on behalf of Scottsbluff Public Schools. Such authority shall be exercised in compliance with the policies of the Board of Education. The decision of the Superintendent shall be final and may not be appealed to the Board of Education.

Dismissal of non-certificated employees shall be on an at-will basis, as such employees are subject to termination at any time without cause, without prior disciplinary action or progressive discipline, and irrespective of the lack of any evaluation or the irregularity in any evaluation process.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Non-Certificated Employees~~Assignment and Transfer of Non-Certificated Employees

Each non-certificated employee shall be assigned to a position at the direction of the Superintendent **or the Superintendent's designee** and may be transferred to any other position as the Superintendent **or the Superintendent's designee** may direct.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

Personnel ~~-Non-Certificated Employees~~Complaint Procedure ~~for Non-Certificated Employees~~

The normal procedure to be followed by each employee regarding a personal complaint related to his/her employment is to discuss the matter in a personal conference with the school principal or with the supervisory officer directly in charge. When the nature of the complaint dictates otherwise, the employee is entitled to present the complaint to any higher supervisory officer. An unsatisfactory result with the school principal or with the supervisory officer may be taken to the Superintendent.

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

PersonnelStandards of Performance for Non-Certified Employees

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

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

Legal Reference: [NDE Rule 27](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

~~Classified Employee Notice of Performance Concerns~~
~~Scottsbluff Public Schools~~

_____ Employee	_____ Date of Review
_____ Location	_____ Position

CONCERNS: Check appropriate items(s)

☐ Knowledge and performance of job	☐ Failure to follow policies
☐ Attendance	☐ Ability to work cooperatively with others
☐ Punctuality	☐ Failure to exhibit appropriate judgment and tact
☐ Neglect of Duty	☐ Other

Description of Incident including date(s) of occurrence:

Recommendations for Improvement:

Supervisor _____ Date

* _____

Employee _____ Date

*Employee signature indicates that the employee has reviewed this document. The employee is also being notified that further infractions of this nature or any other type may result in further disciplinary action, which may include termination.

Original to file; copies to Employee, Supervisor

Personnel ~~–All Employees~~

Staff Payments During Closure

In the event of inclement weather, a pandemic, or other unexpected or extraordinary circumstances, the Board of Education or the Superintendent may close school or a particular school building in order to protect staff and students from harm, and will establish a reopen date when it is safe to return. If such closure extends for a long period of time as determined by the Superintendent, then the Superintendent may implement procedures, agreements, or other requirements to compensate staff during a closure to ensure staff return to employment after the closure. The District may consistently pay staff according to District policies and procedures already established by salaries or wages.

Legal Reference: [2 C.F.R. § 200.430](#)

Date of Adoption: August 9, 2021

Date of Revision: May 12, 2025

AdministrationSuperintendent Job DescriptionRequirements:

- A. Education Level. M.A. or higher preferred. Must qualify for Nebraska Administrative and Supervisory Certificate.
- B. Certification. Must possess a Nebraska Administrative and Supervisory Certificate at all times during employment with a Superintendent endorsement and such other endorsements as required by NDE Rule 10.
- C. Experience Desired. Prior experience as a Superintendent preferred.
- D. Other Requirements. Must have the ability to work effectively with professional staff to provide leadership in a creative learning climate.

Reports To: Board of Education

Overtime: Exempt.

Administrative Exemption. The Superintendent has the primary duty of performing administrative functions directly related to academic instruction or training.

Executive Exemption. The primary duty of the Superintendent is the management of the school district. The Superintendent customarily and regularly directs the work of two or more other employees and has authority to hire or fire other employees or the Superintendent's recommendations as to hiring, firing, promotion or other change of status of other employees are given particular weight.

Date of Adoption: August 9, 2021

Date of Revision: December 12, 2022

Business Operations

Internal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally, if the District receives federal awards, grants, or other funds, the District will:

1. Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and ~~maintain~~ align these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
2. Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
3. Evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of federal award;
4. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and,
5. Take reasonable ~~cybersecurity~~ and other measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Management Requirements

The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

1. Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
2. Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two years;
3. Implement a control system ~~procedure~~ to ensure safeguards for preventing property loss, damage, or theft;
4. Continue to develop and implement adequate maintenance procedures for the equipment; and,
5. Continue to develop and implement sales and disposition procedures for the equipment; and,

6. ~~Continue to develop and implement disposition procedure for the equipment.~~

~~All equipment, whether acquired in whole or in part under a federal award, with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of in accordance with the Board's Sale and Disposal of School Property policy.~~

~~All equipment, whether acquired in whole or in part under a federal award, with a current fair market value in excess of \$10,000 (per unit), may only be sold or otherwise disposed of in accordance with the provisions of 2 C.F.R. § 200.313(e)(2)-(3).~~

Procurement

The District will use its own documented procurement procedures which reflect applicable state, local, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the requirement standards imposed by law, including:

1. A procedure for micro-purchases (under \$10,000);
2. A procedure for small purchases (between \$10,000 to \$250,000);
3. A procedure for sealed bids (~~over \$250,000~~);
4. A procedure for competitive proposals (~~with an explanation for why sealed bids were not accepted if over \$250,000~~); and,
5. A procedure for noncompetitive bids.

Contract Terms

~~All contracts funded (in whole or in part) by federal funds and/or federal awards must contain the following terms or, via this policy, the following terms are required and incorporated into any such contracts:~~

1. ~~An assurance that minority business enterprises and labor surplus area firms are used, when possible;~~
2. ~~An Anti-Lobbying clause for all contracts, including an Anti-Lobbying Certification for contracts exceeding \$100,000;~~
3. ~~A Suspension and Debarment clause;~~
4. ~~A provision for termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement;~~
5. ~~A clause that addresses administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms, and a provision for sanctions and penalties;~~
6. ~~For contracts in excess of \$150,000, a clause addressing the Clean Air Act and the Federal Water Pollution Control Act;~~
7. ~~A provision maintaining contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;~~
8. ~~A provision addressing the District's conflict of interest policies; and,~~
9. ~~A requirement that the contractor maintains records related to the contracted work.~~

Federal Interest Reporting

The District will follow the required federal interest reporting and recording requirements, if applicable, for any real property or improvement interest financed, in whole or in part, with federal funds.

Record Retention

Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient, or as otherwise specified by the federal award or federal law.

For all other records, the District will retain such records for the length of time as required by law.

Suspension and Debarment

The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will either:

1. Verify that a vendor has not been debarred, suspended, or otherwise excluded via SAM.gov; and,
2. Collect a verification from that vendor; or,
3. Add a clause to the contract with the vendor.

The District will maintain a copy of said verification or documentation.

Financial Management

The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award. The financial management system will provide for the following:

1. Identifying all of the federal awards received and expended and the federal programs under which they were received;
2. Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
3. ~~Identifying adequately~~ Maintaining records and documentation that sufficiently identify the amount, source, and application expenditure of funds for federally-funded activities;
4. Ensuring effective controls over and accountability and safeguards for all funds, property, and other assets;
5. Comparing actual expenditures with budget amounts for each federal award;
6. Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and,

7. Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Program Income

The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct, and otherwise handle income from federal programs.

Cost Sharing or Matching

For all federal awards, any shared costs or matching funds, and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the District's cost-sharing or matching, when such contributions meet all of the following criteria:

1. Are verifiable from the District's records;
2. Are not included as contributions for any other federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under the applicable cost principles requirements;
5. Are not paid by the federal government under another federal award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs;
6. Are provided for in the approved budget when required by the federal awarding agency; and,
7. Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Compensation

Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

1. Is reasonable for the services rendered; and,
2. Conforms to the established written expectations of the District, as applied consistently to both federal and non-federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

1. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
2. Be incorporated into the official records of the District;
3. Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
4. Encompass both federally assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
5. Comply with the established accounting policies and practices of the District; and,

6. Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one federal award; a federal award and non-federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Any leave and/or fringe benefits charged to a federal award must satisfy all criteria set forth in 2 C.F.R. § 200.4321(b) and/or (c).

Budget estimates will generally not be used to support charges to federal awards but may be used for interim accounting purposes.

Federal Funds for Construction Projects

If the District is granted the authority to use federal funds for a construction project, the District will follow the Davis-Beacon and Related Acts, including the payment of “prevailing wages” to those who work on the job site, as well as the contractor bonding requirements.

~~For all federal awards, the District will comply with all applicable legal requirements, including the Davis-Bacon Act.~~

Capitalization and Depreciation

The District will follow the rules for selected items of cost at 2 C.F.R. Part 200, subpart E, when charging these specific expenditures to a federal grant. When applicable, District staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

1. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
2. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of ~~\$5,000~~ \$10,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
3. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.
4. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.
5. When approved as a direct cost by the federal awarding agency or pass-through entity under sections A through C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the federal awarding agency.
6. If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

7. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Maintaining Records

Financial records, supporting documents, statistical records, and all other district records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time.

Conflict of Interest

~~Notwithstanding any other Board Policies or procedures, the District shall ensure that it avoids any conflicts of interest regarding any federal awards. The District will disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.~~

~~No District employee, agent, or Board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by or with federal funds. A “conflict of interest” includes, but is not limited to, a financial or other interest in or a tangible personal benefit from federal funds that would directly or indirectly benefit either:~~

- ~~1. The employee, agent, or Board member;~~
- ~~2. Any member of their immediate family, or their partner or spouse; or,~~
- ~~3. An organization that employs or is about to employ those individuals.~~

~~District employee, agents, and Board members may only accept gratuities, favors, or anything of monetary value from federally-funded contractors in accordance with the District’s Conflict of Interest Policy. Any District employee, agent, or Board member who knowingly violates these terms may be subject to discipline, up to and including termination of employment and/or referral for possible criminal prosecution.~~

Unexpected or Extraordinary Circumstances

For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: [2 C.F.R. § 200, et seq.](#)

Date of Adoption: August 9, 2021
Date of Revision: June 13, 2022
Date of Review: ~~May 8, 2023~~ May 12, 2025

StudentsAdmission RequirementsMinimum Age

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School Board shall admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that:

1. The child attended kindergarten in another jurisdiction in the current school year;
2. The family anticipates a relocation to another jurisdiction that would allow admission within the current year; or,
3. The child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the Board.

Early Admission to Kindergarten

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

Early kindergarten enrollment exceptions may be made for younger children who are intellectually advanced. At a minimum, eligibility for the admission shall be based upon an analysis of the child's:

1. Mental ability;
2. Emotional/social development;
3. Pre-academic skills; and,
4. Fine motor skills.

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

1. Will turn 5 years of age between August 1 and October 15;
2. Are deemed by the parent or guardian as being intellectually advanced and likely to benefit from advanced grade placement; and,
3. Are selected on the basis of testing by professionals trained and certified to administer the assessments that will produce evidence of strength in:
 - a. Mental ability defined as scoring 110 Standard Score or above on a standardized assessment of cognitive ability such as the Young Children's Achievement Test (YCAT); and,
 - b. A test of emotional/social development such as the Behavior Assessment System for Children, Second Edition (BASC-2).

Early kindergarten admission assessments will be scheduled and administered by district personnel at no cost to the parent or guardian.

The decision regarding early entrance to kindergarten requires careful consideration of all factors that affect kindergarten success with final determination to be made based by the Executive Director of Student Services, with recommendations from the student assessor(s). Sound decision making in the area of early entrance to kindergarten is dependent upon reliable information regarding a student's readiness and a thoughtful balancing of the myriad of factors implicated by the decision. The parent or guardian will be notified in writing of the results of the early kindergarten entrance assessment and the determination of the Executive Director of Student Services in a timely fashion. The parent or guardian may appeal this decision to the Superintendent, whose decision will be final.

Families who seek early admission of their child into kindergarten must obtain an Early Entrance to Kindergarten Packet from the District administration. The assessment request must be made no later than March 1.

The parent or guardian must fill out the early entrance application forms, which include a parent/guardian questionnaire, parent/guardian interview, child observation at assessor's discretion and obtain and attach a reference letter from the child's daycare, preschool or other regularly attended child care environment. The person providing this reference should know the child well enough that they can speak with some expertise about the child's attributes and abilities. The reference letter should indicate whether this person recommends the child be schooled with children who will be a year older than the child and, if so, the evidence this person has concerning the child's mental ability, fine and gross motor ability, visual and auditory discrimination, emotional/social development, and communication skills.

Decisions regarding early kindergarten entrance must include consideration of the above and shall not be made based on sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status of the child or the child's parent or guardian. Institutional factors, such as capacity, may also be considered.

Admission to First Grade

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

Graduates

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

Age 21

A student shall not be enrolled in Scottsbluff Public Schools if the child is age 21 before the school year commences or after the end of the school year in which the student reaches the age of 21. The school year for this purpose begins when students report to receive instruction in the first semester each year and ends at the last day of instruction for the student's educational program.

Birth Certificate, Physical, Visual Evaluation and Immunization

The parent or guardian shall furnish:

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

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

A student who fails to meet the foregoing requirements ~~shall~~ may not be permitted to enroll or to enter school, or ~~if may be~~ provisionally enrolled ~~for a period of 60 days~~.

The parent or guardian of a student who is provisionally enrolled due to immunization non-compliance must provide proof the student has begun the immunizations required under Neb. Rev. Stat 79-217 and is receiving the necessary immunizations as rapidly as medically feasible. Continuation of necessary immunizations as rapidly as medically feasible must be documented

by a written statement from the student's immunization provider which shows the scheduled dates to complete the required immunization series. ~~or enrolled without compliance; A provisionally enrolled student must complete the required immunizations within nine months. Failure to comply with the immunization requirement beyond 60 days will result in the unenrollment of the student and the student~~ shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

Enrollment of Expelled Students

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

Military Families

If a parent or guardian presents military orders that show that the military family will be stationed in the State of Nebraska during the current or following school year, the District can enroll the student preliminarily without charge upon arrival in Nebraska.

Legal Reference: [Neb. Rev. Stat. §§ 43-2001 to 43-2012](#)
 [Neb. Rev. Stat. §§ 79-214 to 79-215](#)
 [Neb. Rev. Stat. §§ 79-217 to 79-223](#)
 [Neb. Rev. Stat. §§ 79-254 to 297](#)
 [Neb. Rev. Stat. §§ 79-266.01](#)
 [Title 173, Neb. Admin. Code, Chapters 3 & 4](#)

Date of Adoption: August 9, 2021
Date of Revision: ~~March 13, 2023~~ May 12, 2025

Board Operating Procedures

Board Member Vacancies

A vacancy on the Board resulting from causes other than expiration of the term shall temporarily be filled by appointment of an eligible citizen by vote of the remaining members of the Board.

A vacancy occurs upon the happening of any one of the following events at any time before the expiration of a Board member's term of office:

1. Resignation of the incumbent;
2. Death of the incumbent;
3. Removal of the incumbent from office;
4. Decision of a competent tribunal declaring the office of the incumbent vacant;
5. Incumbent ceasing to be a resident of the District;
6. Failure to elect at an election when there is no incumbent to continue in office until his or her successor is elected and qualified;
7. The candidate who received the highest number of votes is ineligible, disqualified, deceased, or for any other reason unable to assume the office for which he or she was a candidate;
8. Conviction of a felony or of any public offense involving the violation of the oath of office of the incumbent; or,
9. Unless excused by a majority of the remaining members of the Board, when a member is absent from the District for a continuous period of sixty days at one time or from more than two consecutive regular meetings of the Board.

Removal from Office

Any one of the elected or appointed officers of the Board may be removed as an officer by a two-thirds vote of the membership of the Board.

Filling a Board Vacancy

Unless otherwise provided by law, all vacancies shall be filled within forty-five days after the vacancy occurs unless good cause is shown that the requirement imposes an undue burden.

The resignation of a Board member or any other reason for a vacancy shall be made a part of the minutes of the Board. The Board shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term in writing to the election commission or county clerk and by a notice published in a newspaper of general circulation in the District.

The Board of Education, at a public meeting and through the media, will invite for consideration the applications of interested candidates.

Interviews will take place before the full Board in open session with questions developed by the Board. After a nomination has been made by a motion and a second, then discussed, the Board will vote until a single candidate is identified.

The newly appointed Board member will take the oath of office at the next regularly scheduled Board of Education meeting.

Failure to Fill Vacancy

If the Board fails to fill a vacancy, the vacancy may be filled by election at a special election or School District meeting called for that purpose. Such election and meeting shall be called in the same manner and subject to the same procedures as other special elections or Board meetings.

Legal Reference: Neb. Rev. Stat. § 32-560
 Neb. Rev. Stat. § 32-570
 Neb. Rev. Stat. § 32-574
 Neb. Rev. Stat. § 84-1410

Date of Adoption: May 12, 2025

Board Operating ProceduresUnexcused Absences

Absences from Board meetings will be counted as excused if the Board member has notified the Superintendent or Board President prior to the meeting that the member is not able to attend. In the case of an unplanned absence, the absence will still be excused if the member notified the Superintendent or Board President within 24 hours following the meeting that the member wishes to have the absence allowed as “excused.” Absences not so notified, and any absences following two consecutive excused or unexcused absences will be counted as unexcused unless the Board, by majority resolution, votes at the regular meeting in which the absence occurs to specifically count it as an excused absence. Following any regular meeting at which a member is recorded as having a second consecutive unexcused absence, the Board President will notify that member of the situation in writing.

Legal Reference: Neb. Rev. Stat. § 32-570

Date of Adoption: May 12, 2025

Board Operating ProceduresDesignated Method of Giving Notice of Meetings

Reasonable advance publicized notice shall be given for meetings and work sessions held by the Board by one of the following methods:

1. Publishing in a newspaper of general circulation within the District's jurisdiction, posting on the newspaper's website, if available, and posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers; or,
2. Posting to the newspaper's website, if available, and posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of the newspaper will be finalized for print prior to the time and date of the meeting.

The Superintendent is delegated the authority to determine which method of notice to use for a Board meeting.

~~The Board's designated method of giving reasonable advanced publicized notice is by posting notice of the meeting on its website at least three days prior to the meeting. The Board must also publish the notice in a newspaper.~~ If a newspaper refuses, neglects, or is unable to timely publish such notice, then notice may be given by:

1. Posting on the newspaper's website, if available; ~~and,~~
2. Posting notice on the statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers; and,
3. Posting such notice in a conspicuous public places in the District. The Board Secretary shall keep a written record of such postings. Public notice shall indicate the time, place, and date of the Board meetings.

Notice shall be given a reasonable time in advance of the meeting. Two days' notice shall be considered sufficient.

The notice shall include a statement that the agenda, which shall be kept continually current, shall be readily available at the District Office during normal business hours. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the meeting.

~~A copy of the public notice will be provided to those who have filed a request for notice with the secretary. These requests for notice must be in writing. A copy of the public notice will also be accessible to employees and students.~~

In the case of special meetings, public notice shall be given in the same manner as for a regular meeting unless it is an emergency meeting. In that case, public notice of the meeting shall be given as soon as notified of the emergency meeting and the Board will complete minutes for such an emergency meeting as required by law. An emergency has been defined as any event or occasional combination of circumstances which calls for immediate action or remedy; pressing

necessity; exigency, a sudden or unexpected happening; an unforeseen occurrence or condition.

It shall be the responsibility of the Board Secretary to give public notice of Board meetings and work sessions. The Secretary shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification of the time and place of each meeting and the subjects to be discussed.

Legal Reference: [Neb. Rev. Stat. § 79-554](#)
 [Neb. Rev. Stat. § 79-555](#)
 [Neb. Rev. Stat. § 84-1411](#)

Date of Adoption: August 9, 2021
Date of Revision: ~~January 13, 2025~~ May 12, 2025

StudentsStudent Attendance

Scottsbluff Public Schools complies with the attendance policies outlined within Nebraska Revised Statute § 79-201, which defines the criteria for excused absences. These regulations are mandated by state law to ensure consistent attendance practices across all Nebraska schools. While the District is required to enforce attendance rules, staff are committed to work collaboratively with students and their parents/guardians to support student attendance and success.

Attendance Policy and Excessive Absenteeism

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The District will maintain an accurate record of student attendance.

Attendance and Absences~~Circumstances of Absences—Definitions.~~

The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval.

1. School Excused. Any of the following circumstances that lead to an absence will be identified as a School Excused absence, provided the required attendance procedures have been followed:
 - a. Impossible or impracticable barriers outside the control of the parent, guardian, or child prevent a student from attending school. The parent or guardian must provide the school with documentation to demonstrate the absence was beyond the control of the parent, guardian, or child. This could include, but is not limited to documented **absence** for illness (including physical or mental illness) **or** court, death of a family member, or suspension.
 - b. Other absences as determined by the principal or the principal's designee.
2. Not School Excused. Absences that are Not School Excused may result in a report to the county attorney and may be classified as follows:
 - a. Parent or guardian acknowledged absences are those in which the parent or guardian communicated with the school in the prescribed manner that the child is absent and is the parent or guardian's responsibility for the extent of the school day. This includes, but is not limited to, vacations, **undocumented** illness, and **undocumented** medical appointments.
 - b. Other absences are those in which the parent or guardian has not communicated a reason for the student's absence.

Scottsbluff Public Schools respects the right of the parents/guardians to responsibly report their child will be absent from school when necessary and encourages open communication regarding

student attendance. Based on the outlined criteria above, an absence or tardy, even if reported by the parent/guardian, may still be classified as Not School Excused. This classification system ensures compliance with Nebraska State Statutes.

Absence Procedure

~~In its student information system, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, with applicable codes identified to the parent or guardian and students as fitting into one of the above defined absence circumstances.~~

Excessive Absenteeism

Excessive absenteeism is defined as unexcused and excused absences exceeding 10 percent of days enrolled or the hourly equivalent. ~~Students who accumulate five unexcused absences in a quarter which are Not School Excused shall be deemed to have "excessive absences."~~ Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students.

Reporting and Responding to Duty to Report Excessive Absenteeism

Any administrator, teacher, or member of the Board of Education who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the appropriate school administrator as the Superintendent's designee to be the attendance officer (hereafter, "attendance officer"). The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the District, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to address the problem of excessive absenteeism. Such services shall include, as appropriate, the services listed below under "Excessive Absenteeism" and "Reporting Excessive Absenteeism."

Responding to Excessive Absenteeism

When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

When a student accumulates 10 absences ~~continues thereafter to have absences of at least twenty days~~ which are Not School Excused and the absences are of concern due to the effect of the absences on the student's academics, the student's attendance history, the time of the school year, the reasons for the absences, or other circumstances, one or more meetings will be held between the school (a school attendance officer, a school administrator or his or her designee, and/or a social worker), the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall include, if agreed to by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical,

or social-emotional barriers are contributing factors to the lack of attendance. The plan shall also consider, but not be limited to:

1. The physical, mental, or behavioral health of the child;
2. Educational counseling;
3. Referral to community agencies for economic services;
4. Family or individual counseling;
5. Assisting the family in working with other community services; and/or,
6. Referral to restorative justice practices or services.

If the parent or guardian refuses to participate in such meetings, the principal shall place documentation of such refusal in the child's attendance records.

Reporting Excessive Absenteeism to the County Attorney

The school ~~shall~~ **may** report to the county attorney of the county in which the person having control of the student resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than 20 absences per school year. The school shall notify the child's family in writing prior to making the referral to the county attorney. Illness, including physical or mental illness, that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney. A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

Legal Reference: [Neb. Rev. Stat. § 79-201](#)
 [Neb. Rev. Stat. § 79-209](#)
 ~~[Neb. Rev. Stat. § 79-1601](#)~~

Date of Adoption: August 9, 2021
Date of Revision: June 10, 2024

Mandatory Ages of Attendance

~~A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.~~

- ~~i. Exceptions for Younger Students. Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the School District in which the child resides an affidavit stating either:~~
- ~~1. That the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or,~~
 - ~~2. That the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section Neb. Rev. Stat. § 79-1601 on or before the child's seventh birthday.——~~

~~Exceptions for Older Students. Attendance is also not mandatory for a child who:~~

- ~~i. Has obtained a high school diploma by meeting statutory graduation requirements;~~
- ~~ii. Has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or,~~
- ~~iii. Has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.~~

~~Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.~~

~~Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or the Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in Scottsbluff Public Schools or resides in the Scottsbluff Public School District and is enrolled in a private, denominational, or parochial school.~~

~~The exit interview shall be personally attended by:~~

- ~~i. The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;~~
- ~~ii. The person who has legal or actual charge or control of the child who requested the exit interview;~~
- ~~iii. The Superintendent or the Superintendent's designee;~~

- ~~iv. The child's principal or designee if the child at the time of the exit interview is enrolled in a school operated by the School District; and,~~
- ~~v. Any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.~~

~~At the exit interview, the person making the written request must present evidence that the person has legal or actual charge or control of the child and the child would be withdrawing due to either:~~

- ~~i. Financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or,~~
- ~~ii. An illness of the child making attendance impossible or impracticable.~~

~~The Superintendent or the Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the School District and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.~~

~~At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the School District agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.~~

~~Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:~~

- ~~i. The child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable; and,~~
- ~~ii. The Superintendent or the Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or the Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either financial hardship, or an illness making attendance impossible or impracticable.~~

~~Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.~~

StudentsMandatory Ages of Attendance

A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students

Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the School District in which the child resides an affidavit stating either:

1. That the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or,
2. That the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section Neb. Rev. Stat. § 79-1601 on or before the child's seventh birthday.

Exceptions for Older Students

Attendance is also not mandatory for a child who:

1. Has obtained a high school diploma by meeting statutory graduation requirements;
2. Has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or,
3. Has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in Accredited or Approved Schools

A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview

The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or the Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in Scottsbluff Public Schools or resides in the Scottsbluff Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

1. The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
2. The person who has legal or actual charge or control of the child who requested the exit interview;
3. The Superintendent or the Superintendent's designee;
4. The child's principal or designee if the child at the time of the exit interview is enrolled in a school operated by the School District; and,
5. Any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that the person has legal or actual charge or control of the child and the child would be withdrawing due to either:

1. Financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or,
2. An illness of the child making attendance impossible or impracticable.

The Superintendent or the Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the School District and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the School District agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

Withdrawal Form

Any withdrawal form signed by the person making the written request shall be valid only if:

1. The child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable; and,
2. The Superintendent or the Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or the Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either financial hardship, or an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools)

A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

Legal Reference: Neb. Rev. Stat. § 79-201
 Neb. Rev. Stat. § 79-209

Date of Adoption: May 12, 2025

Business Office
Scottsbluff Public Schools

Memo

To: Dr. Andrew Dick and Scottsbluff Board of Education
From: Marianne Carlson, Executive Director of Finance
Date: May 12, 2025
Re: Property Disposal

Per Board Policy 3090, any sale of school property is contingent on approval of the Board of Education. The District has worked with a local online auction company, BidItBob, in order to auction off items that are no longer needed for school operations. A list of the items that will be a part of the auction is attached to this memo. The auction will go live in late May or early June and will run for a minimum of two weeks. The public will have a set time available for them to come to the sites where the items are located in order to view the item(s).

Upon completion of the auction, the amount that goes to BidItBob will be determined by the final sale price of the item and a sliding scale fee. The remaining amount, once the commission is taken out, shall go back to the District and be deposited into the appropriate fund.

Motion: Approve the auction of items attached to the Board memo.

Auction Items May 2025

Air Purifier Machine (1)
Archery Supplies (1)
Ball Hoop Basket (1)
Baritone (1)
Bookshelf (55)
Box of Decor and Frames (1)
Box of small rugs (1)
Buffer (1)
Bumper Plates for weight lifting, various weights (11)
Cabinet (15)
Carpet Cleaner (1)
Cart (10)
Chairs, Preschool (41)
Chairs, Rolling (26)
Chairs, Student (194)
Chairs, OT Modified (2)
Chairs, Other (10)
Chairs, Outdoor (4)
Coolers (4)
Cot (1)
Crayola Easel Chalkboard and Dry Erase (1)
Cubby (7)
Cupboard (1)
Dr. Dish (1)
Dust Pan (1)
DVD Player & unopened DVDs (1)
Easel (1)
File Cabinets, multiple sizes (47)
Foam flooring (1)
Generac Generator (1)
Golf Bag (8)
Grill & 4 extra propane canisters (1)
Industrial Meat Slicer (1)
Infant Learning Tree Toy (1)
Laminator (1)
Lane Ropes (1)
Large Planters w/rocks (2)
Light Covers (7)
Lightbulbs (88)
Metal Cage for chicks w/feeders (1)
Microwave (2)

Mini Fridge (1)
Mirrors (4)
Outdoor canopies with hardware (2)
Pads for Volleyball Poles (2)
Pamphlet Wall Displays (3)
Parallel Bars (1)
Patio Tables (3)
Plant Stands (2)
Podium (2)
Pool Steps (1)
Primo Water Cooler (1)
Rug (1)
Scrubber, Matador high rpm (1)
Small easel white/chalk board (1)
Solar System Models (2)
Stool (3)
Student Desk (40)
Swing (2)
Tables, multiple sizes (60)
Teacher Desk (4)
Timing System (1)
Tote of Pillows (1)
Trash Can (7)
Tuba (1)
TVs (3)
Volleyball Poles w/rack & 2 nets (10)
Wall pads/cushions (6)
Weight Plate Trees (2)
Weighted vest and timer (1)
Whiteboard (2)
Wood Bench (2)



Simplify Writing: A structured writing program that teaches grammar, handwriting, and spelling in the context of authentic writing pieces.

Simplify Writing: Core Components



Professional Development

Learn how to implement the latest evidence-based instructional strategies for writing instruction.



Daily Lesson Plans

Access fully editable lesson plans and student pages for explicit, systematic writing instruction.



Intervention Lessons

Individualize writing instruction and see meaningful growth by making simple modifications to whole and small group lessons.



Grammar In Context

Teach grammar in the context of our core lessons, with our unique system that allows for teachers to differentiate for the skills their students need the most.

SPRING 2025 “Soft” Pilot:

K-3 Teachers: All had access to one free four-week module

K-5 Teachers: Twenty-four had access to the program February to May

Simplify Writing: Key Features

- **Explicit Writing Instruction**

Sequential lessons covering essential writing skills, genres, and techniques

- **Scaffolded Approach**

Gradual release of responsibility to build independent writing proficiency

- **Spelling and Grammar**

Daily Spelling and Grammar lessons aligned to the CORE program (Magnetic Reading)

- **Differentiated Instruction**

Enrichment for High Ability, Special Education Interventions, and EL Supports

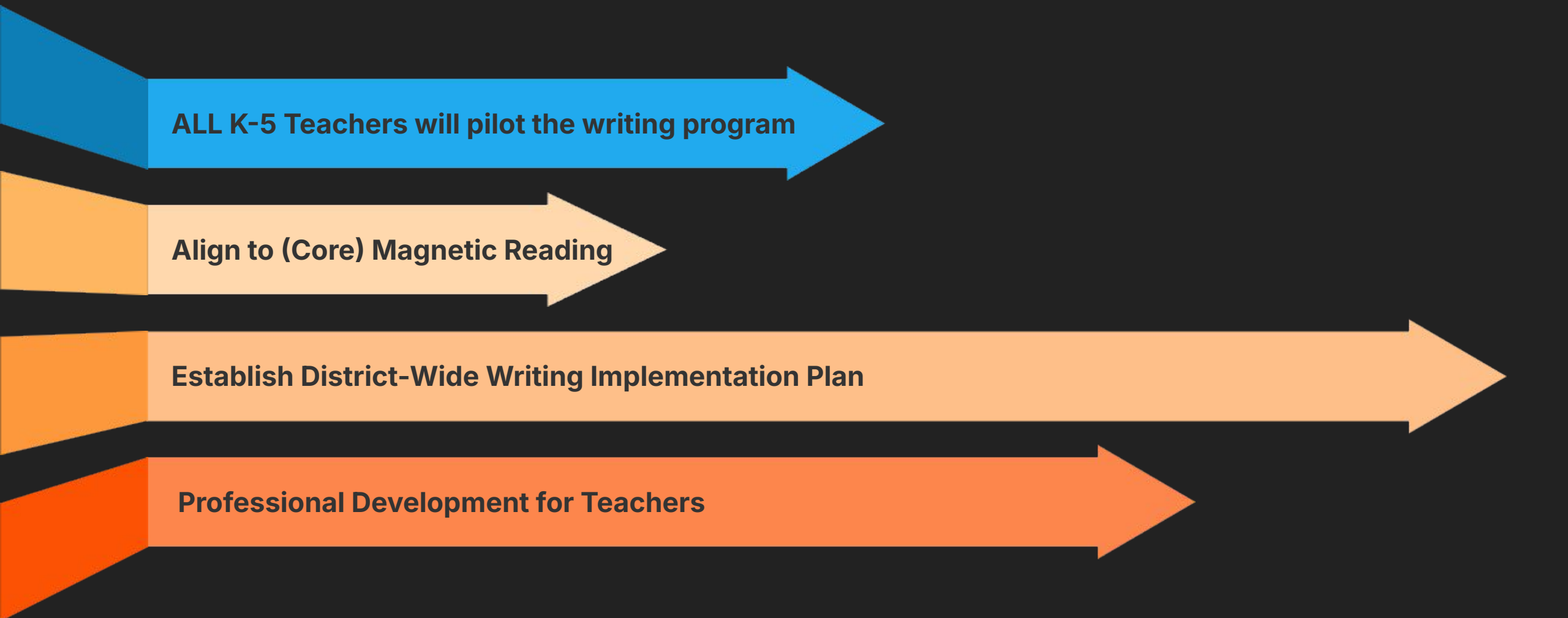
- **Formative Assessments**

Frequent checkpoints to monitor progress and adjust instruction

- **Family Engagement**

Parent workshops and at-home resources to support writing development

Next Steps: Simplify Writing Pilot 2025-2026



ALL K-5 Teachers will pilot the writing program

Align to (Core) Magnetic Reading

Establish District-Wide Writing Implementation Plan

Professional Development for Teachers



MEMO

To:	Dr. Andrew Dick, Scottsbluff Board of Education
From:	Mike Mason, Executive Director of Curriculum and Instruction
Date:	May 12, 2025
Subject:	Request for Approval for the Simplify Writing Pilot

Introduction

This memo seeks the Board of Education's approval to purchase Simplify Writing digital curriculum for the 25-26 school year as a pilot.

Strengths of Simplify Writing

The Simplify Writing curriculum for grades K-5 offers several strengths that support young learners in developing their writing skills effectively:

- **Age-Appropriate Structure:** The curriculum is designed to match the developmental stages of children in grades K-5, ensuring that writing concepts are introduced in a clear and accessible way.
- **Step-by-Step Approach:** It breaks down the writing process into manageable steps, gradually helping students build confidence and competence.
- **Focus on Fundamentals:** Emphasizes essential writing skills such as sentence structure, paragraph development, and descriptive language.
- **Engaging and Interactive:** Includes activities and exercises that keep young learners engaged and encourage active participation.
- **Supports All Learners:** The curriculum is adaptable to different learning styles and needs.
- **Encourages Creativity:** Provides opportunities for students to express their ideas creatively while maintaining clarity and organization.

Recommendation

Motion to approve the purchase of the Simplify Writing digital curriculum for the 2025-2026 school year for the amount of \$13,585.00.

Total Cost: \$13,585.00

Funding

The materials will be purchased from Title I funds.

BOARD CURRICULUM AND AMERICANISM COMMITTEE

MEETING AGENDA

MEETING INFORMATION

Date:	4/25/25	Location:	SEC Curriculum Area
Time:	11:30-12:30	Facilitator:	Mike Mason
Attendees: Scott Reisig, Paul Snyder, Andrew Dick, Jadie Beam, Amanda Hadenfeldt, Jana Mason, Mike Mason, Bree Rock, Justin Shaddick, and Bert Wright			

<i>Agenda Items</i>	<i>Additional Information</i>
1. Simplify Writing	An update on the Simplify Writing pilot was provided. Continuation of the pilot for the 25-26 school year was discussed.
2. UNO Science of Reading Update	Information on the UNO Science of Reading training was provided.
3. CLSD Grant	Ideas for the submission of the CLSD Grant were shared. The grant will be completed in June.
4. SBPS Attendance Codes for 25-26	The new 25-26 school year attendance codes were presented and discussed.
📍 Board Curriculum and Americanism 4/25/25	

Scottsbluff Public Schools Facility Committee Meeting

May 6, 2025	
Attendance:	Scott Reisig, Mark Lang, Andrew Dick, Travis Rickey, Jeremy Behnke, James Todd, and Marianne Carlson
Region 22 Memorandum of Understanding	• Discussion of a potential MOU with Region 22 for an Emergency Operations Center (EOC)
2019 Bond	• Discussed the 2019 Bond that was originally the 2009B BMS Bond
Misc Projects	• Discussion of projects completed throughout the district and upcoming projects for the facility and maintenance team
BOE Updates	• Board Policies ○ 2110 Superintendent Job Description (2nd Reading) ○ 3132 Internal Controls (2nd Reading) ○ 4000 Series (2nd Reading) ○ 5001 Admission Requirements (2nd Reading) ○ 5008 Student Attendance (1st Reading) ○ 8216 Board Member Vacancies (2nd Reading) ○ 8217 Unexcused Absences (2nd Reading) ○ 8342 Designated Method of Giving Notice of Meetings (2nd Reading) • Review of Committee on American Civics • Simplify Writing • Annual disposal of assets • QCPUF Resolution • MCI RFP Update • Change Order
Roundtable	• Future Meetings will be on the Tuesday before the board meeting with noted exceptions ○ Tuesday, June 3rd ○ Tuesday, July 8th ○ Tuesday, August 5th ○ Tuesday, September 2nd

Scottsbluff Public Schools Finance Committee Meeting

May 6, 2025	
Attendance:	Paul Snyder, Tory Schwartz, Beth Merrigan, Andrew Dick, Frances Burkhalter, James Todd, and Marianne Carlson
Region 22 Memorandum of Understanding	• Discussion of a potential MOU with Region 22 for an Emergency Operations Center (EOC)
2019 Bond	• Discussed the 2019 Bond that was originally the 2009B BMS Bond
BOE Updates	• Board Policies ○ 2110 Superintendent Job Description (2nd Reading) ○ 3132 Internal Controls (2nd Reading) ○ 4000 Series (2nd Reading) ○ 5001 Admission Requirements (2nd Reading) ○ 5008 Student Attendance (1st Reading) ○ 8216 Board Member Vacancies (2nd Reading) ○ 8217 Unexcused Absences (2nd Reading) ○ 8342 Designated Method of Giving Notice of Meetings (2nd Reading) • Review of Committee on American Civics • Simplify Writing • Annual disposal of assets • QCPUF Resolution • MCI RFP Update • Change Order
P-Card Expenditures and Cash Flows	• P-Card Expenditures for March were reviewed • Cash Flows as of April 30, 2025 were reviewed
Roundtable	• Future Meetings will be held on the Monday before the board meeting with noted exceptions ○ Monday, June 2nd ○ Monday, July 7th ○ Tuesday, September 2nd (1st is Labor Day)