

September Regular Meeting
Monday, September 14, 2020 7:00 PM
Plattsmouth Administration Center

1. Call Meeting to Order-Acknowledge Open Meetings Law
2. Roll Call: Foster, Barr, Fuller, Glup, Tesarek-Parsons, Wehrbein, Jensen, Muller, Winters
3. Public Forum: Reception of Delegates-A time limit of three minutes will be set for individual speakers on a given topic. A total time limit of thirty minutes will be set for all speakers on a given topic, with an effort to provide equal time for pros, cons, and neutral opinions.
4. Budget Hearing-Call to Order
 - 4.1. Presentation of the 2020-2021 Budget
 - 4.2. Invite Public Input
 - 4.3. Close the Hearing
5. Tax Request Hearing-Call to Order
 - 5.1. Presentation of the 2020-2021 Tax Request
 - 5.2. Invite Public Input
 - 5.3. Close the Hearing
6. Special Hearing-Per LB 103, 2019-2020 and 2020-2021 Property Tax-Call to Order
 - 6.1. Presentation of 2019-2020 and 2020-2021 Tax Request
 - 6.2. Invite Public Input
 - 6.3. Close the Hearing
7. Consent Agenda
 - 7.1. Agenda
 - 7.2. Minutes of the August 10, 2020 meeting

7.3. Treasurer's Report

7.4. Review of the Control Budget

7.5. Claim and transfers in the amount of \$803,971,51

8. Administrative Reports

8.1. High School Principal's Report

8.2. Middle School Principal's Report

8.3. Elementary Principal's Report

8.4. Early Childhood Report

8.5. Instructional Services Report

8.6. Special Education Report

9. Action Items

9.1. Discuss, consider, and take all action to approve a 2020-2021 early graduation request for Gavin Brink.

9.2. Discuss, consider, and take all action to approve a 2020-2021 early graduation request for Elizabeth Casart.

9.3. Discuss, consider, and take all action to approve a 2020-2021 early graduation request for Casey Dovenbarger.

9.4. Discuss, consider, and take all action to approve a 2020-2021 early graduation request for Isabella Fleury-Fitton.

9.5. Discuss, consider and take all action to approve a 2020-2021 early graduation request for Alicia Oswalt.

9.6. Discuss, consider and take all action to approve a 2020-2021 early graduation request for Ben Wright.

9.7. Discuss, consider, and take all action to approve an addendum to the 20-21 Student-Parent High School Handbook.

9.8. Discuss, consider and take all action to approve the FY2021 Head Start Continuation Grant.

- 9.9. Discuss, consider and take all action to approve the Strategic Plan Update for FY2021.
- 9.10. Discuss, consider, and take all action to approve the first reading of Policy 1211 Title IX Complaint Procedure.
- 9.11. Discuss, consider, and take all action to approve the first reading of Policy 7000 New Construction (Operations).
- 9.12. Discuss, consider, and take all action to approve the final reading of Policy 1200 Anti-harassment.
- 9.13. Discuss, consider, and take all action to approve the final reading of Policy 3560 Records of Management.
- 9.14. Discuss, consider, and take all action to approve the final reading of Policy 4002 EEO.
- 9.15. Discuss, consider, and take all action to approve the final reading of Policy 4003 Employee Anti-discrimination.
- 9.16. Discuss, consider, and take all action to approve the final reading of 4003a Notice of Nondiscrimination.
- 9.17. Discuss, consider, and take all action to approve the final reading of 4003b Complaint form: Discrimination, Harassment or Retaliation.
- 9.18. Discuss, consider, and take all action to approve the final reading of Policy 4190 Standards of Performance.
- 9.19. Discuss, consider, and take all action to approve the final reading of Policy 4260 Standards of Performance for Non-Certified Staff.
- 9.20. Discuss, consider, and take all action to approve the final reading of Policy 5001 Admission Requirements.
- 9.21. Discuss, consider, and take all action to approve the final reading of Policy 5401 Equal Opportunity.
- 9.22. Discuss, consider, and take all action to approve the final reading of 5401z Complaint form: Discrimination, Harassment or Retaliation.
- 9.23. Discuss, consider, and take all action to approve the final reading of Policy 6380 Affirmative Action Instruction Program.

- 9.24. Discuss, consider, and take all action to approve the final reading of Policy 7060 Design Build.
- 9.25. Discuss, consider, and take all action to approve the final reading of Policy 7070 Construction Manager at Risk.
- 9.26. Discuss, consider, and take all action to adopt the 2021-2022 Budget for the Plattsmouth Community School District (13-0001) as published.
- 9.27. Discuss, consider, and take all action to adopt the 2020-2021 Tax Request for the Plattsmouth Community School District (13-0001) as published.
- 9.28. Discuss, consider, and take all action to pass a resolution regarding LB 103 and property tax relative to 2019-2020 and 2020-2021.
- 9.29. Discuss, consider, and take all action to approve a **A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY CASS COUNTY SCHOOL DISTRICT 0001 (PLATTSMOUTH COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA OF ITS GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2020, IN ONE OR MORE SERIES AND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FIVE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$5,575,000); CANVASSING THE RETURNS OF THE SPECIAL ELECTION HELD IN CONNECTION WITH SUCH BONDS; AUTHORIZING CERTAIN OFFICERS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; AUTHORIZING THE DESIGNATION OF CERTAIN BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING THE TAKING OF CERTAIN ACTIONS AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

10. Announcements

- 10.1. Next meeting: Monday, Oct. 12, 2020, 6:30 PM Workshop 7 PM Regular Meeting

11. ADJOURNMENT. Time _____

**PLATTSMOUTH COMMUNITY SCHOOLS
2020-2021 BUDGET COMPARISON and NARRATIVE
SEPT. 14, 2020**

	17-18	% INCREASE	18-19	% INCREASE	19-20	% INCREASE	20-21	% INCREASE
GENERAL FUND	\$19,185,326	2.69	\$19,162,216	-.01	19,360,688	1.03	20,629,169*	n/a
SPECIAL EDUCATION	\$ 3,760,951	4.33	\$ 3,824,150	1.6	3,834,251	.4	3,984,738	3.78
EXCLUSIONS	\$ 330,099	2.91	\$ 333,960	1.0	336,490	.80	336,490	0.00
GRANTS	\$ 1,147,737	-10.66	\$ 1,093,935	-4.7	1,048,590	-4.15	2,465,868*	135%

*** 20-21 includes Head Start moving into General Fund at \$1,270,364. This impacts Grant funds as well as General Fund percentages

VALUATION	718,687,815	1.01%	754,461,543	4.98%	794,395,826	5.29%	826,012,830	3.98%
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LEVY	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21
GENERAL	.99463	.98470	1.04670	1.04673	1.04851	1.04886	1.04753	1.04690
BOND	.24112	.22305	.19802	.17927	.18159	.17414	.12306	.13759
SP BLDG	0.00	.02715	.00158	.00301	0.00	0.00	0.00	0.00
QCPUF	.02317	.02218	.01080	.02587	.03890	.04776	.04610	.04696

TOTALS	1.26066	1.25892	1.25708	1.25580	1.25488	1.26901	1.21669	1.23145
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Certified State aid for 20-21 is \$5,927,291.00, which includes the state correction from the previous year of \$7,214.00.

Certified State aid for 19-20 was \$6,614,462.00. Valuations were certified at \$826,012,830, with an approximate increase of 3.98%. We welcome the increase valuation, and with our housing uptick and new industry coming into our community, we look forward to future increases. Unfortunately, as the legislature works through the continuing pull on state funds, and the past decreases in enrollment, our State aid was reduced by \$687,171.00. This resulted in a review of expenditures, and an effort to reduce our budget to accommodate the loss of state aid. Class sizes were examined and, with the help of administrators, efficiencies in delivery of instruction were identified. Keep in mind, the reduction of \$687,000 took care of the immediate problem of decreased state aid. We must still deal with revenue decreases and cost increases into the future. This includes reducing our reliance on our line of credit with the bank. Building our reserves will eliminate the need for a line of credit. It may be prudent in future years to attempt to budget a line item to chip away at the line of credit. Of course, that means reducing current expenditures again to allow for that line item expense. Our bank suggested that if we can do that, they will further reduce our interest rate.

As we have articulated in the past that our goal is to begin rebuilding our cash reserves. For 20-21, we have included \$1.5 million in reserves. This is a difficult process, considering our loss of state revenues, but we will chip away as we can with a goal of rebuilding our reserves. The ideal reserves a school district should carry is approximately three months of expenditures. In our case, this would be \$4.5 million dollars. As you will recall, when our state aid was cut over \$1 million beginning in 2016, no major reductions in any staffing levels occurred. We looked at other types of efficiencies, such as supplies, contracted costs, etc., in the hopes that our funding levels would improve and valuations would help offset the losses. We will continue to review all levels of expenses, with a goal of increasing our reserves in the future.

Salary negotiations for all certified and classified staff have been completed for 20-21, which included a range of 1.9 to 3.0% for various classes of employees.

The 2020-21 budget, as presented, is very similar to the 19-20 budget. Per guidance from the Department of Education, we have combined our Head Start grant fund into the General Fund. That accounts for \$1,270,364, which leaves the basic General Fund at \$19,358,805, an increase of \$1,883.00. This basic budget includes our CARES Act funding of \$175,847, as well as adjusted amounts in our other various grants, such as Title I, IIA, IV, 21st Century, etc. As you can see, by comparison, our expense reductions, as well as salary and benefit increases, utility increases, etc., have resulted in a very flat budget increase.

Reflected in the budget are salary increases for all staffing levels, retirement rates (which remained stable at 9.8778%), as well as a Blue Cross increase of 6.71%.

The district continues to reduce the general fund contribution to the early childhood center, in part because of the Head Start allocation plan and the Birth to 3 Endowment. Head Start has also been granted CARES Act funding to assist in the challenges posed by the pandemic.

Grant exclusions are up substantially. This is solely due to the Head Start grant moving over to the General Fund. This simply means the Head Start program does not impact the General Fund budget lid at all. You will also see an exclusion for the increased retirement rates implemented several years ago by our legislature. The increase was not allowed to sunset as originally intended and will continue into the foreseeable future. We did ask the State Board of Education for permission to exclude our ROTC program from our budget limitation. We are reimbursed for 50% of the cost of salary and benefits for our ROTC instructors by the Department of Defense.

As most of our \$1.05 levy cap is needed this year for the general fund expense obligations, we do not have an allocation for the special building fund. The combined levy for both general and special building funds must not exceed \$1.05.

The bond levy is still under the projected .14 cents as proposed when the bond issue was passed. It has increased up to .13759 for 20-21 to accommodate the balance of the bonds which will be sold yet this fall. Bond money is placed into the special building fund for expenditures related to the bond issue. The bonds are levied in the actual Bond Fund, and that levy is used exclusively to pay the bond principal and interest obligations each year. As we build the cash flow in the bond fund for future payments, we are including a cash reserve in that fund not to exceed 50% of the total expenditures. As you know, cash flow and bond payment dates don't always coincide. The good news is that our old bond was paid off in December of 2019, and our cash flow for the new bond is substantially in a better position. It should not require any use of our line of credit to make those payments.

Our bond sale proceeds are deposited into the Nebraska Liquid Asset Fund. They are invested totally in government securities, such as treasury bonds. We feel comfortable that our money is safe. We will report that interest income separately on the treasurer's report each month. As we noted last year, the local banks were not interested in having our bond proceeds initially, as they would be required to pledge securities for our governmental funds on deposit, which reduces any possible income they may see from the investment. We will revisit that with our new issue this fall, as two of the local banks have changed owners in the last year.

The Qualified Capital Purpose Undertaking (QCPUF) fund is levying dollars, again this year, to support the bond payments for the Build America Bonds (BABS)/Qualified School Construction Bonds (QSCB). We did refinance two of the BABS issues in 2015, showing a savings in interest. In addition to the refinance of the two BABS issues, the Board made the decision to utilize the QCPUF fund to issue an additional \$2,000,000 in bonds to address the growing need for HVAC repairs, roofs, parking lots, etc. in our district. The Finance Committee and Operations Committee developed a plan for use of those funds for capital improvement projects and upgrades to our facilities. We have substantially completed those projects. The QCPUF levies will be paid off in 2026.

Overall, the budget is tight. Our reserves have been severely depleted as we worked through the \$1 million loss in State aid over the last few years. As some other districts chose to maintain cash reserves and reduce programs and staff, our district continued with our employee levels and has been cautious about reducing programs that benefit students. The increased valuation will help, but it doesn't put immediate cash in the bank. Our cash carryover into the 20-21 school year continues to be concerning, and expenditures will be monitored very closely. As we reported last year, there is very little room for non-budgeted items in the 20-21 proposal. Our continued goal is to replenish the reserves in future years.

**Respectfully submitted,
Mrs. Tonda Haith, Business Manager
Dr. Richard E. Hasty, Superintendent**

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

Plattsmouth Community Schools (13-0001) in Cass County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 14 day of September, 2020 at 7:00 o'clock, P.M., at 1912 Old Highway 34, Plattsmouth NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours.

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve	Total Available Resources Before Property Taxes	Total Personal and Real Property Tax Requirement
	2018-2019 (1)	2019-2020 (2)	2020-2021 (3)			
General	\$ 19,220,648.00	\$ 20,457,808.00	\$ 20,629,169.00	\$ 1,500,000.00	\$ 13,568,072.00	\$ 8,647,573.00
Depreciation	\$ 43,932.00	\$ 50,584.00	\$ 1,245,715.00	-	\$ 1,245,715.00	-
Employee Benefit	\$ -	\$ -	\$ 359.00	\$ -	\$ 359.00	-
Contingency	\$ -	\$ -	\$ -	-	\$ -	-
Activities	\$ 496,295.00	\$ 500,000.00	\$ 470,000.00	\$ -	\$ 470,000.00	-
School Nutrition	\$ 824,368.00	\$ 800,175.00	\$ 946,187.00	\$ -	\$ 946,187.00	-
Bond	\$ 1,349,990.00	\$ 1,524,829.00	\$ 1,246,918.00	\$ 50,000.00	\$ 171,765.00	\$ 1,136,518.00
Special Building	\$ 542,557.00	\$ 4,904,000.00	\$ 10,354,457.00	-	\$ 10,354,457.00	-
Qualified Capital Purpose Undertaking	\$ 590,997.00	\$ 320,055.00	\$ 691,478.00	\$ 150,000.00	\$ 457,396.00	\$ 387,962.00
Cooperative	\$ 1,315,596.00	\$ 1,114,965.00	\$ -	\$ -	\$ -	-
Student Fee	\$ 26,709.00	\$ 29,000.00	\$ 110,265.00	\$ -	\$ 110,265.00	-
	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTALS	\$ 24,411,092.00	\$ 29,701,416.00	\$ 35,694,548.00	\$ 1,700,000.00	\$ 27,324,216.00	\$ 10,172,053.00

**TAX REQUEST RESOLUTION FOR CASS
COUNTY SCHOOL DISTRICT #1**

WHEREAS, public notice was given at least five days in advance of the Special Hearing called for the purpose of discussing and approving or modifying the District’s Tax Requests for the 2020-2021 school fiscal year for the General Fund, Bond Fund(s), Special Building Fund, and Qualified Capital Purpose Undertaking Fund of Cass County School District #1; and

WHEREAS, such Special Public Hearing was held before the Board of Education (hereinafter “this Board”) of Cass County School District #1 (hereinafter “the District”) at the time, date, and place announced in the notice published in a newspaper of general circulation, a copy of which notice and proof of publication of which is attached hereto as Exhibit A, all as required by law; and,

WHEREAS, the Board provided an opportunity to receive comment, information and evidence from persons in attendance at such Special Hearing; and,

WHEREAS, the Board, after having reviewed the District’s Tax Requests for each said fund, and after public consideration of the matter, has determined that the Final Tax Requests as listed below are necessary in order to carry out the functions of the District, as determined by the Board for the 2020-2021 school fiscal year.

NOW BE IT THEREFORE RESOLVED that (1) the Tax Request for the General Fund should be, and herby is set at \$8,647,573.00; (2) the Tax Request for the Bond Fund(s) should be, and herby is set at \$1,136,518.00; and (3) the Tax Request for the Qualified Capital Purpose Undertaking Fund should be, and hereby is set at \$387,962.00.

It is so moved by _____ and seconded by _____ this 14th day of September, 2020.

Roll Call vote as follows:

Steve Barr	Yes	No	Absent
Karen Parsons	Yes	No	Absent
Ken Winters	Yes	No	Absent
Tony Foster	Yes	No	Absent
Max Muller	Yes	No	Absent
Shane Jensen	Yes	No	Absent
Matt Glup	Yes	No	Absent
Bob Fuller	Yes	No	Absent
Cory Wehrbein	Yes	No	Absent

The undersigned herewith certifies, as Secretary of the Board of Education of Cass County School District #1, that the above Resolution was duly adopted by a majority of said Board at a duly constituted public meeting of said Board.

_____, Secretary

Notice of Special Hearing To Set Final Tax Request

Plattsmouth Community Schools (13-0001) in Cass County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 14 day of September 2020 at 7:00 o'clock P.M., at 1912 Old Highway 34, Plattsmouth NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2019-2020	2020-2021	Change
Property Valuations	794,395,826	826,012,830	4%

2019/20 Budget Information

2020/21 Budget Information

Fund	2019-2020 Operating Budget	2019-2020 Property Tax Request	2019 Tax Rate	Property Tax Rate (2019-2020 Request Divided By 2020 Valuation)	2020-2021 Operating Budget	2020-2021 Proposed Property Tax Request	Proposed 2020 Tax Rate	Change in Tax Rate	Change in Operating Budget
General Fund	19,360,688.00	8,321,541.00	1.047531	1.007400	20,629,169.00	8,647,573.00	1.046905	0%	7%
Bond Fund(s) K - 12	818,960.00	977,610.00	0.123063	0.118350	1,246,918.00	1,138,518.00	0.137590	12%	52%
Bond Fund(s) K - 8			0.000000	0.000000					
Bond Fund(s) 9 - 12			0.000000	0.000000					
Bond Fund			0.000000	0.000000					
Special Building Fund	9,237,468.00		0.000000	0.000000	10,354,457.00	-	0.000000		
Qualified Capital Purpose Undertaking Fund K - 12	570,655.00	366,221.00	0.046101	0.044335	691,478.00	387,962.00	0.046968	2%	21%
Qualified Capital Purpose Undertaking Fund K - 8			0.000000	0.000000			0.000000		
Qualified Capital Purpose Undertaking Fund 9 - 12			0.000000	0.000000			0.000000		
Total	29,987,771.00	9,665,372.00	1.216695	1.170085	32,922,022.00	10,172,053.00	1.231463	1%	10%

RESOLUTION

WHEREAS, the Board of Education of Cass County School District No. 13-0001 a/k/a Plattsmouth Community Schools is obligated to pay ongoing expenses and increasing expenditures to operate the school district; and

WHEREAS, the Board has determined that it needs to collect more property taxes than it collected in the prior year; and

WHEREAS, on Sept. 14, 2020, the Board published notice in a newspaper of general circulation; and

WHEREAS, said notice was published at least five days prior to the Board’s special hearing; and

WHEREAS, said notice included the required items as specific in Neb. Rev. Stat. § 77-1601.02;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Cass County School District No. 13-01 a/k/a Plattsmouth Community Schools that the Board has considered and approved the property tax request for the following year, as follows:

1. The amount of the property tax request is \$10,172,053.00.
2. The total assessed value of property differs from last year's total assessed value by 3.98 percent;
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$1.170085 per \$100 of assessed value;
4. Plattsmouth Community Schools proposes to adopt a property tax request that will cause its tax rate to be \$1.23145 per \$100 of assessed value;
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of Plattsmouth Community Schools will exceed last year's by approximately 10 percent (includes new bond money).

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

_____.

The following members voted against the same: _____.

The following members were absent or not voting: _____.

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

DATED this 14th day of September, 2020.

CASS COUNTY SCHOOL DISTRICT NO. 13-01 A/K/A PLATTSMOUTH COMMUNITY SCHOOLS

BY:

President or Other Board Member

ATTEST:

Secretary or Other Board Member

August Regular Meeting
Monday, August 10, 2020 7:00 PM
Plattsmouth Administration Center
1912 Old Highway 34
Plattsmouth, NE 68048

Subject to
approval at the
next regularly
scheduled Board

1. Call Meeting to Order-Acknowledge Open Meetings Law

The meeting was called to order by the President at 7:00 p.m.

2. Roll Call: Foster, Barr, Fuller, Glup, Tesarek-Parsons, Wehrbein, Jensen, Muller, Winters

Fuller, Glup were absent. All other Board members were present.

3. Public Forum: Reception of Delegates-A time limit of three minutes will be set for individual speakers on a given topic. A total time limit of thirty minutes will be set for all speakers on a given topic, with an effort to provide equal time for pros, cons, and neutral opinions.

Rebecca McDaniel, OPAA Director of Nutrition Services, shared information on school meals and social distancing plans relative to Covid-19.

4. Consent Agenda

Motion passed 7-0 to approve the Consent Agenda with a motion Foster and a second by Barr.

4.1. Agenda

4.2. Minutes of the July 13, 2020 meeting

4.2.1. Minutes of the July 27, 2020 Special Meeting

4.3. Treasurer's Report

4.4. Review of the Control Budget

4.5. Claim and transfers in the amount of \$1,058,260.08

5. Administrative Reports

5.1. Superintendent's Report

5.2. High School Principal's Report

5.3. Middle School Principal's Report

5.4. Elementary Principal's Report

5.5. Early Childhood Report

6. Action Items

6.1. Discuss, consider, and take all action to approve the second reading of Policy 1200 Anti-harassment.

Motion passed 7-0 to approve 6.1 to 6.14 with a motion by Foster and a second by Barr.

6.2. Discuss, consider, and take all action to approve the second reading of Policy 3560 Records of Management.

6.3. Discuss, consider, and take all action to approve the second reading of Policy 4002 EEO.

6.4. Discuss, consider, and take all action to approve the second reading of Policy 4003 Employee Anti-discrimination.

6.5. Discuss, consider, and take all action to approve the second reading of 4003a Notice of Nondiscrimination.

6.6. Discuss, consider, and take all action to approve the second reading of 4003b Complaint form: Discrimination, Harassment or Retaliation.

6.7. Discuss, consider, and take all action to approve the second reading of Policy 4190 Standards of Performance.

6.8. Discuss, consider, and take all action to approve the second reading of Policy 4260 Standards of Performance for Non-Certified Staff.

6.9. Discuss, consider, and take all action to approve the second reading of Policy 5001 Admission Requirements.

6.10. Discuss, consider, and take all action to approve the second reading of Policy 5401 Equal Opportunity.

6.11. Discuss, consider, and take all action to approve the second reading of 5401z Complaint form: Discrimination, Harassment or Retaliation.

6.12. Discuss, consider, and take all action to approve the second reading of Policy 6380 Affirmative Action Instruction Program.

6.13. Discuss, consider, and take all action to approve the second reading of Policy 7060 Design Build.

6.14. Discuss, consider, and take all action to approve the second reading of Policy 7070 Construction Manager at Risk.

6.15. Discuss, consider, and take all action to approve the final reading of Policy 5000 Students (Committee on American Civics).

Motion passed 7-0 with a motion by Foster and a second by Barr.

6.16. Discuss, consider, and take all action to approve the final reading of Policy 1040 Annual Report.

Motion passed 7-0 with a motion by Foster and a second by Jensen.

6.17. Discuss, consider, and take all action to approve the final reading of Policy 5101 Student Discipline.

Motion passed 7-0 with a motion by Foster and a second by Tesarek-Parsons.

6.18. Discuss, consider, and take all action to approve the final reading of Policy 5103 Extracurricular Activity Discipline.

Motion passed 7-0 with a motion by Foster and a second by Barr.

6.19. Discuss, consider, and take all action to approve the final reading of Policy 5406 Search and Seizure.

Motion passed 7-0 with a motion by Foster and a second by Tesarek-Parsons.

6.20. Discuss, consider, and take all action to approve the final reading of Policy 5506 Pupil Transportation Plan.

Motion passed 7-0 with a motion by Foster and a second by Barr.

6.21. Discuss, consider, and take all action to approve the final reading of Policy 6111 Classroom Environment.

Motion passed 7-0 with a motion by Foster and a second by Barr.

6.22. Discuss, consider, and take all action to approve the final reading of Policy 6117 Ceremonies, Observances, and the Pledge of Allegiance.

Motion passed 7-0 with a motion by Foster and a second by Tesarek-Parsons.

6.23. Discuss, consider, and take all action to approve the final reading of Policy 6283A Return to Learn Protocol.

Motion passed 7-0 with a motion by Foster and a second by Barr.

6.24. Discuss, consider, and take all action authorizing the superintendent to sell/dispose of curriculum materials and excess district furniture and equipment.

Motion passed 7-0 with a motion by Foster and a second by Barr.

6.25. Discuss, consider, and take all action to approve the 2020-2021 Student-Parent Handbooks and Staff Handbooks.

Motion passed 7-0 with a motion by Foster and a second by Jensen.

6.26. Discuss, consider, and take all action to authorize the Board President and Board Secretary as designated signers for the district when buying or selling real estate once approved by the Board of Education.

Motion passed 7-0 with a motion by Foster and a second by Jensen.

7. Announcements

7.1. Next meeting: Monday, September 14, 2020, 6:30 PM Workshop 7:00 PM Regular Meeting

8. ADJOURNMENT. The meeting was adjourned at 7:40 p.m.

Chairperson

Superintendent

**PLATTSMOUTH COMMUNITY SCHOOLS
TREASURER'S REPORT
SEPTEMBER 1, 2020**

Reconciled bank balance August 1, 2020 \$ 758,766.30

RECEIPTS:

Cass Co. Treasurer - Local taxes	304,850.98	
Interest	0.00	
Head Start Fund - Transfers	60,752.95	
Special Bldg Fund – Transfers	1,025,472.95	
Cafeteria receipts	14,602.80	
State of Nebr. – Federal lunch	31,949.77	
State of Nebr. – ABE	2,186.68	
State of Nebr. – 21 st Century grant	35,313.00	
State of Nebr. – Medicaid activities	6,950.88	
State of Nebr. – MIPS	686.99	
Patrons - BDA	434.81	
Patrons – PK tuition	2,072.35	
Educ Book Buyers/Aurora Schools – sale of old textbooks	1,713.65	
Vendors – refund	479.87	
ESU #6 – 19-20 Circle of Friends grant	600.00	
Total Receipts	1,488,067.68	\$ 1,488,067.68

EXPENDITURES:

Payroll	1,266,363.28	
Vendor checks	1,055,751.53	
Petty Cash checks	0.00	
Total Expenditures	2,322,114.81	\$ 2,322,114.81

Reconciled bank balance August 31, 2020 \$ 75,280.83-

Through Aug 31, 2020, receipts are at 94.97% of budget
Expenditures are at 99.22% of budget

Through Aug 31, 2020, 82.26% of the general fund budget was spent on instruction and instruction support, and 16.96% was spent on all other functions

GENERAL FUND

Bank account balance	75,280.83-
Nutrition Fund balance	195,974.35
Employee Benefit Fund balance	358.40
Investment – N.L.A.F.	96,847.93
Loan from Depreciation	999,500.00
Credit line draw	950,675.00
Loan from Special Building Fund	630,000.00
General Fund Balance	\$ 2,754,940.65-

TREASURER'S REPORT
SEPTEMBER 1, 2020
PAGE 2

NUTRITION FUND

Beginning cash balance	\$	180,555.07
Receipts		46,502.57
Expenditures		<u>31,083.29</u>
Cafeteria Fund balance	\$	195,974.35

FLEXIBLE BENEFIT FUND/EMPLOYEE BENEFIT

Reconciled bank balance August 1, 2020	\$	38,655.72
Receipts		4,121.65
Expenditures		<u>8,124.20</u>
Flexible Benefit Fund balance	\$	34,653.17

SPECIAL BUILDING FUND

Reconciled bank balance August 1, 2020	\$	104,282.95
Receipts		25.64
Expenditures		1,025,472.95
Bond Proceeds - draw		<u>1,025,472.95</u>
Special Building Fund bank balance	\$	104,308.59
Investment in Nebr. Liquid Asset Fund	\$	63,517.56
Bond investment in NSDLAF	\$	3,663,114.55
Loan to General Fund	\$	630,000.00

BOND FUND

Reconciled bank balance August 1, 2020	\$	47,712.37
Receipts		24,800.59
Expenditures		<u>0.00</u>
Bond Fund bank balance	\$	72,512.96
Investment in NSDLAF	\$	1,523.20
Line of Credit	\$	549,325.00

QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND

Reconciled bank balance August 1, 2020	\$	185,196.99
Receipts		9,225.71
Expenditures		<u>0.00</u>
QCPU Fund bank balance	\$	194,422.70
Certificate of Deposit – Plattsmouth State Bank	\$	38,313.83

TREASURER'S REPORT
SEPTEMBER 1, 2020
PAGE 3

HEAD START FEDERAL FUND

Reconciled bank balance August 1, 2020	\$	17,355.76
Receipts		9.85
Expenditures		<u>60,752.95</u>
Head Start Federal Fund balance	\$	43,387.34-

DEPRECIATION FUND

Reconciled bank balance August 1, 2020	\$	25,855.79
Receipts/loan repay		1.75
Expenditures		<u>0.00</u>
Depreciation Fund Balance	\$	25,857.54
CD @ Plattsmouth State Bank	\$	216,957.06
Loan to General	\$	999,500.00

STUDENT FEE FUND

Reconciled bank balance August 1, 2020	\$	74,036.60
Receipts	\$	19,860.65
Expenditures	\$	<u>0.00</u>
Student Fee Fund Balance	\$	93,897.25

ROBERT WILEY ESTATE

Investment Account with Edward D. Jones as of 8-28-20:

Beginning value	\$	1,186,025.34
Fees and charges	\$	957.96
Change in value	\$	34,088.64
Scholarships paid	\$	14,000.00
Total	\$	1,205,156.02

WILES SCHOLARSHIP

Investment Account with Edward D. Jones as of 8-28-2020:

Beginning value	\$	38,909.79
Change in value	\$	910.56
Total	\$	39,820.35

TREASURER'S REPORT
SEPTEMBER 1, 2020
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DUDA SCHOLARSHIP

Investment account with Vanguard as of 8-31-20: \$ 533,552.11

GENERAL FUND balance August 31, 2018 \$ 95,286.58
GENERAL FUND balance August 31, 2019 \$ 2,259,403.69-
GENERAL FUND balance August 31, 2020 \$ 2,754,940.65-

SPECIAL BLDG FUND balance August 31, 2018 \$ 95,286.58
SPECIAL BLDG FUND balance August 31, 2019 \$ 178,919.61
SPECIAL BLDG FUND balance August 31, 2020 \$ 167,826.15

ROBERT E. WILEY SCHOLARSHIP UPDATE
August 31, 2020

BEG VALUE 8-1-20	\$	1,186,025.34
PLUS: INTEREST AND DIVIDENDS	\$	1,253.29
PLUS: CHANGE IN VALUE	\$	32,835.35
LESS: FEES AND CHARGES	\$	957.96
LESS: FOUR SCHOLARSHIPS PAID	\$	<u>14,000.00</u>
END VALUE 8-28-20	\$	1,205,156.02

1. For the month, the account gained \$33,130.68, after fees, or 2.8%.
2. Year to date, the account is currently up 3.91%.
3. Currently at 55% in equities.
4. Several allocation changes were made during the month, as withdrawals were taken.
5. The market has been a little bit deceiving, as the indexes are capitalization weighted, and the five biggest companies account for 50% of the performance of the market. Those top five are: Apple, Microsoft, Amazon, Google and Facebook.
6. Expect continued market volatility over the next couple months leading up to the election.
7. See the attached market outlook on elections.



CASS COUNTY SCHOOL DISTRICT #1
ROBERT E WILEY SCHOLARSHIP FD
C/O TONDA HAITH
1912 HIGHWAY 34
PLATTSMOUTH NE 68048-5676

See the New Online Access Today

The newly redesigned Online Access is better than ever, offering tools to help you better track progress toward your goals, view accounts you have elsewhere, sign documents electronically, communicate with your financial advisor and much more. For details, visit edwardjones.com/preview, and if you're already signed up, log in today at edwardjones.com/login.

Portfolio Summary

Total Portfolio Value

\$1,244,976.38

1 Month Ago	\$1,224,935.14
1 Year Ago	\$1,185,295.29
3 Years Ago	\$1,200,072.20
5 Years Ago	\$1,120,556.22

Investing Is About More than Money

At Edward Jones, we take the time to ask, "What's important to you?" We know it's not about the money - it's about what the money can do for you. With a real understanding of your goals, we can help you develop the financial strategies to achieve them. For an in-depth conversation about what really matters to you, contact your financial advisor today.

Overview of Accounts

Accounts	Account Holder	Account Number	Value 1 Year Ago	Current Value
Association Account Select	Cass County School District #1	693-12504-1-6	\$0.01	\$0.01
Association Account Select	Cass County School District #1	693-12506-1-4	\$37,096.34	\$39,820.35
Association Account Advisory Solutions Fund Model	Cass County School District #1	693-19740-1-5	\$1,148,198.94	\$1,205,156.02
Total Accounts			\$1,185,295.29	\$1,244,976.38

Although account information is provided on this page, it does not guarantee an actual statement was produced. Refer to your account statement for the exact registration and more specific details regarding each account.

Important disclosures; such as Statement of Financial Condition, Conditions that Govern Your Account, Account Safety, Errors, Complaints, Withholding, Free Credit Balance, Fair Market Value or Terminology; relating to your account(s) are available on the last page of this package or at www.edwardjones.com/statementdisclosures.



Cass County School District #1

Put Your Investing on Auto Pilot

Setting up a regular, automatic investment is a great way to work steadily toward your goals. While systematic investment can't guarantee a profit or protect against loss in a declining market, it lets you regularly invest a fixed dollar amount regardless of fluctuating prices. Ask your financial advisor about setting up systematic investing. Before investing consider your ability to continue purchases through periods of low price levels.

Association - Advisory Solutions Fund Model

Portfolio Objective - Account: Balanced Growth and Income

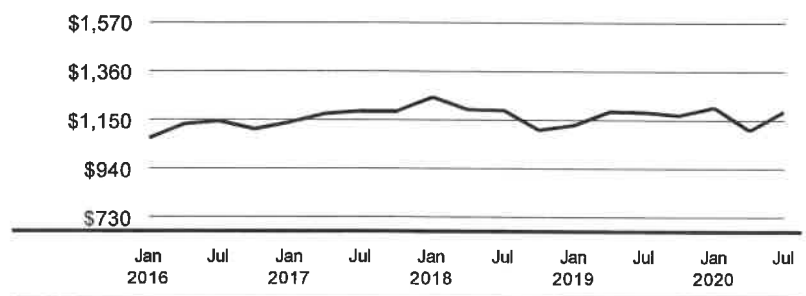
For more information about the Advisory Solutions program go to www.edwardjones.com/advisorybrochures.

Account Value

\$1,205,156.02

1 Month Ago	\$1,186,025.34
1 Year Ago	\$1,148,198.94
3 Years Ago	\$1,166,329.47
5 Years Ago	\$0.00

Value of Your Account (in 000s)



Value Summary

	This Period	This Year
Beginning Value	\$1,186,025.34	\$1,207,286.98
Assets Added to Account	0.00	0.00
Assets Withdrawn from Account	-14,000.00	-49,000.00
Fees and Charges	-957.96	-7,400.04
Change In Value	34,088.64	54,269.08
Ending Value	\$1,205,156.02	

For more information regarding the Value Summary section, please visit www.edwardjones.com/mystatementguide.

Rate of Return

Your Personal Rate of Return for Assets Held at Edward Jones	This Quarter	Year to Date	Last 12 Months	3 Years Annualized	5 Years Annualized
	6.17%	3.91%	9.98%	6.00%	—

Diversification by Investment Category

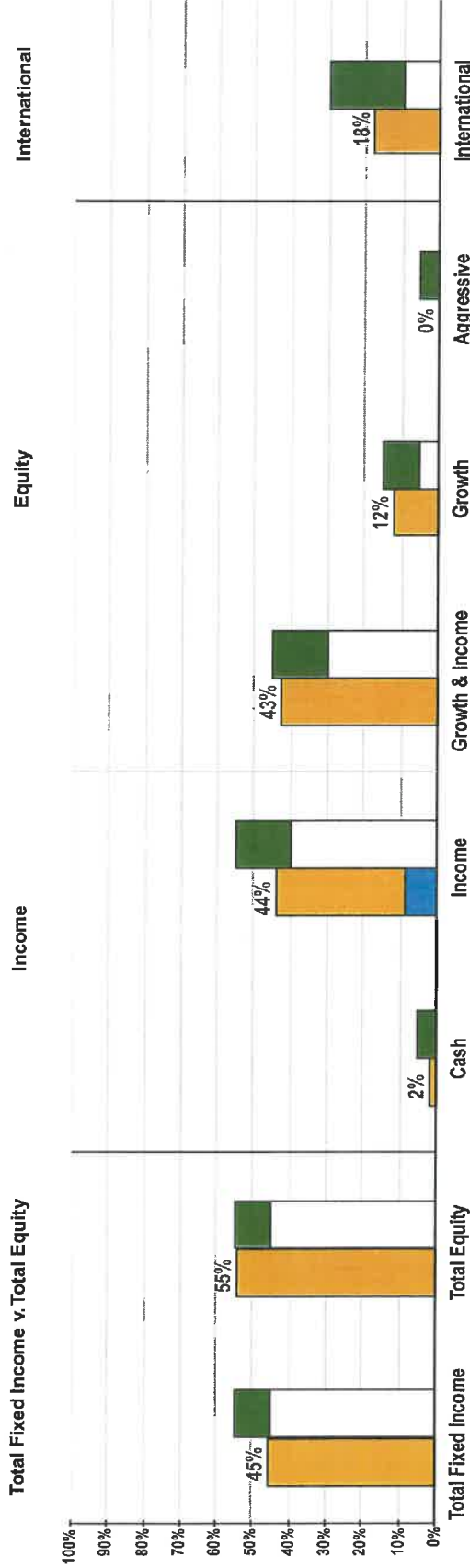
Portfolio Objective: Balanced Growth & Income

Michael A. Schultdt

Financial Advisor

(402) 296-6025

Prepared for: WILEY SCHOLARSHIP FUND - COMBINED ACCTS
Saving for SCHOLARSHIPS



Investment Category	Value	Actual	Suggested Range	Recommended Target
Fixed Income				
Cash	\$20,490	1.70%	0-5%	Middle
Income	\$527,472	43.77%	40-55%	Middle
Total Fixed Income	\$547,962	45.47%	45-55%	Middle
Equity				
Growth and Income	\$513,048	42.57%	30-45%	Middle
Growth	\$144,154	11.96%	5-15%	Middle
Aggressive	\$0	0.00%	0-5%	Middle
Total Equity	\$657,202	54.53%	45-55%	Middle
Portfolio Total	\$1,205,164			
International	\$215,286	17.86%	10-30%	Middle
Aggressive Income (included in Income)	\$101,891	8.45%	0-15%	High

The Suggested Range reflects the Edward Jones Investment Policy Committee's recommended weightings for each investment category based on your Portfolio Objective. To take advantage of timely market opportunities and risks, we also recommend specific Targets within those Suggested Ranges. This report is for informational purposes only and is not an account statement. You should not rely on it to reflect your investment holdings at Edward Jones. To review your investment holdings, please refer to your account statement or Online Access. This report may include information about assets you indicated you hold outside of Edward Jones ("Outside Assets"), as well as assets held by a vendor outside of Edward Jones ("Vendor-held Assets"). The ownership, quantity and market value of these Outside and Vendor-held Assets have not been verified by Edward Jones and Edward Jones assumes no responsibility for the accuracy of data relating to these assets. Outside and Vendor-held Assets may not be covered by SIPC. For information on SIPC coverage, you should contact the holder of those assets. If you believe any of this information is inaccurate or have concerns regarding this report, please contact your financial advisor, call our Client Relations department at 800-441-2357 or review your account online at edwardjones.com/access. Additional important disclosures can be found at edwardjones.com/disclosures.

Performance Summary

Portfolio Objective: Balanced Growth & Income

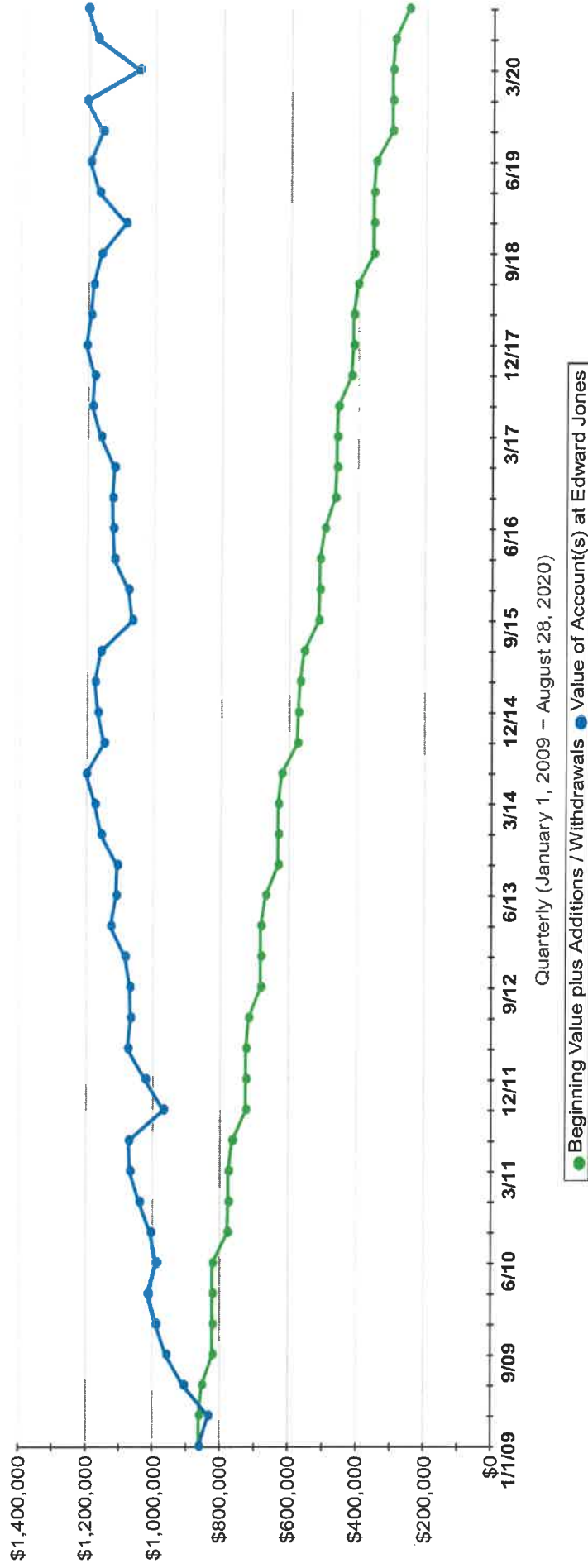
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Michael A. Schuidt
Financial Advisor
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Prepared for: WILEY SCHOLARSHIP FUND – COMBINED ACCTS
Saving for SCHOLARSHIPS

August 31, 2020

This summary details the value of your account(s) at Edward Jones. It excludes information about assets held by a vendor outside of Edward Jones.



Value of Account(s) at Edward Jones	2017	2018	2019	2020	Since 01-Jan-2009
Beginning Value	\$1,120,915.53	\$1,206,817.44	\$1,089,153.70	\$1,207,286.46	\$864,350.66
Amount Added / Withdrawn	(\$46,500.00)	(\$58,900.00)	(\$54,100.00)	(\$49,000.00)	(\$609,580.93)
Return in \$	\$132,401.90	(\$58,763.73)	\$172,232.75	\$46,869.57	\$950,386.31
Ending Value of Account(s) at Edward Jones	\$1,206,817.44	\$1,089,153.70	\$1,207,286.46	\$1,205,156.03	\$1,205,156.03
Your Personal Rate of Return as of August 28, 2020	12.00%	-4.97%	16.15%	3.91%	Annualized Return 8.22%

Please refer to "Putting Your Performance into Perspective" for Important Information.



Don't Play Politics with Your Portfolio

Strategy Team

Like many Americans, you may wonder how election outcomes could affect the financial markets. You may also wonder whether you should make any changes to your strategy based on election results. Although changes in government policies can have a sizable effect on investment returns, they're much harder to predict than you might think, and the consequences of policy changes are usually not as expected. As a result, we think it's better to follow time-tested investment principles and avoid letting politics influence your long-term strategy.

To help you better understand how financial markets have performed under various political parties in power in the past, review the following table.

Performance of Stocks, Bonds and the Economy					
President	Congress	Stocks (DJIA)	Industrial Production	Inflation (CPI)	Long-term Gov't Bonds
		11.5%	4.9%	4.2%	3.6%
		5.1%	1.7%	1.8%	8.1%
		7.7%	4.3%	4.3%	5.6%
		8.3%	1.5%	0.8%	6.2%
		9.7%	6.4%	4.7%	2.0%
		15.9%	1.2%	3.0%	7.5%
		4.8%	1.7%	-0.2%	5.2%
		5.6%	1.6%	3.9%	9.9%
All Periods - Buy & Hold		8.0%	3.2%	2.9%	5.8%

= Democrat

= Republican

Source: Ned Davis Research, 3/4/1901-8/18/2020. Copyright © 2020 Ned Davis Research, Inc. Further distribution prohibited without prior permission. All Rights Reserved. Stock returns are average annualized returns beginning in 1901 and include reinvested dividends. Bond returns begin in 1925 and are total returns. Past performance is not a guarantee of future results. An index is not managed and is unavailable for direct investment. Dividends can be increased, decreased or eliminated at any point without notice. Congress is represented by the majority party - party with average percentage control in the House and percentage control in the Senate greater than 50%.

It's interesting to note that a study found more than 90% of the capital gains in the Dow Jones Industrial Average from 1897 to 2004 took place on days when Congress was out of session.

Source: "Congress and the Stock Market" academic paper by Michael F. Ferguson, University of Cincinnati Department of Finance, and H. Douglas Witte, University of Missouri Department of Finance. Updated March 13, 2006.

You may be surprised to learn that the stock market has increased under every political combination in Washington, providing an annual average return of 8% per year. And the economy has grown regardless of who controlled the White House and Congress.

As the table on Page 1 indicates, the stock market and the economy have performed better under Democratic presidents. They've also performed better when Democrats had the majority in Congress. However, inflation has been lower during Republican presidencies and congressional majorities. This has resulted in improved performance for the bond market.

It might be tempting to think these differences will continue, but we think it could be dangerous to your wealth to predict what's going to happen in the financial markets based on the political configuration in Washington.

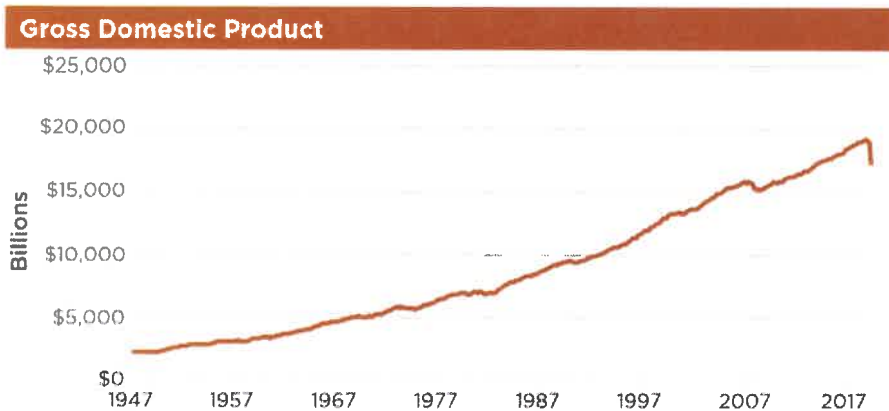
While political leaders may change our tax laws, government spending and industry regulations in hopes of having a positive effect on economic growth, jobs, interest rates and inflation, the results are not nearly as predictable as they might imagine.

Frequently, it seems that some changes have gone too far, but the next election tends to move in the opposite direction. One of the strengths of the U.S. political system is that the pendulum tends to swing back toward the center over time. And, as Will Rogers said, we should "be thankful we're not getting all the government we're paying for."

The Market Is More Powerful Than Politics

During election years, politicians make many promises that go unfulfilled. That's partly due to our government's system of checks and balances. However, we believe that market forces are more powerful than political forces over the long term. What sounds promising during election campaigns often may not work in reality.

What about other factors that affect the prices of stocks and bonds? Again, it's not about the politics but rather market forces. The chart shows the U.S. economy's long-term trend, which depicts a fairly good record over a variety of political environments. Keep in mind that, historically, there have been seven months of growth for every month of recession since 1947.



Source: Bureau of Economic Analysis; FRED. 1/1/1947-3/31/2020.
The shaded areas indicate recessions.

Look Past the Short Term

There's almost always uncertainty about the short-term outlook. Campaign tactics deliberately raise many questions with few easy answers. If you're feeling uncomfortable, remember this: The mix of investments you own makes more difference to your long-term "victory" or "defeat" as an investor than any election results.

We believe today's valuations, while not as low as they were a few years ago, still suggest it's a good time to consider adding a variety of equity investments (stocks), which may provide attractive returns over the long run. It's also important to ensure you have an appropriate type and amount of fixed-income investments. By maintaining an investment mix tailored to your situation, we think you'll find it easier to look past short-term political and market uncertainties.

Stick with a Long-term Strategy

The success, growth and resiliency of the U.S. don't change with each election. And neither should your investment strategy. We believe there are opportunities for investors who focus beyond the election outcome and "vote" for sound investment principles, such as buying quality investments in a well-diversified portfolio and holding them for the long term.

Diversification does not guarantee a profit or protect against loss.

Past performance is not a guarantee of future results.

Investors should understand the risks involved in owning investments, including interest rate risk, credit risk and market risk. The value of investments fluctuates, and investors can lose some or all of their principal.

edwardjones.com

Member SIPC

Edward Jones
MAKING SENSE OF INVESTING

EXPENDITURE BY FUNCTION SUMMARY
08/2020

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
01	GENERAL						
1100	REGULAR INSTRUCTIONAL PROGRAMS	\$7,877,802.00	\$633,894.30	\$7,911,564.16	100.43	(\$33,762.16)	(\$33,762.16)
1125	SA FLEX FUNDING	\$175,505.00	\$9,188.76	\$180,055.00	102.59	(\$4,550.00)	(\$4,550.00)
1150	LIMITED ENGLISH PROFICIENCY	\$70,000.00	\$5,312.63	\$90,888.84	129.84	(\$20,888.84)	(\$20,888.84)
1160	POVERTY PROGRAMS	\$838,500.00	\$61,513.05	\$790,702.83	94.30	\$47,797.17	\$47,797.17
1190	EARLY CHILDHOOD EDUC PROGRAMS	\$0.00	\$0.00	\$111,941.71	0.00	(\$111,941.71)	(\$111,941.71)
1195	BAF FLEX FUNDING	\$22,262.00	\$0.00	\$11,249.51	50.53	\$11,012.49	\$11,012.49
1200	SPECIAL EDUCATION PROGRAMS	\$2,814,745.00	\$131,967.15	\$2,789,678.50	99.11	\$25,066.50	\$25,066.50
1291	SPED INSTRUCTIONAL PROGRAMS 3-5	\$243,584.00	\$9,236.59	\$199,843.45	82.04	\$43,740.55	\$43,740.55
1300	SUMMER SCHOOL	\$26,558.00	\$0.00	\$3,323.03	12.51	\$23,234.97	\$23,234.97
2110	SOCIAL WORK SERVICES	\$207,218.00	\$17,275.23	\$207,303.21	100.04	(\$85.21)	(\$85.21)
2120	GUIDANCE SERVICES	\$309,980.00	\$25,390.74	\$311,029.93	100.34	(\$1,049.93)	(\$1,049.93)
2130	HEALTH SERVICES	\$96,336.00	\$9,056.08	\$97,876.75	101.60	(\$1,540.75)	(\$1,540.75)
2141	SCHOOL PSYCHOLOGY SERVICES	\$176,786.00	\$14,462.66	\$174,717.10	98.83	\$2,068.90	\$2,068.90
2151	SA SPEECH PATHOLOGY	\$222,918.00	\$19,720.24	\$233,163.76	104.60	(\$10,245.76)	(\$10,245.76)
2152	PK 3-5 SPEECH PATHOLOGY	\$100,000.00	\$0.00	\$97,938.53	97.94	\$2,061.47	\$2,061.47
2161	SA OCCUPATIONAL THERAPY	\$25,000.00	\$0.00	\$21,052.00	84.21	\$3,948.00	\$3,948.00
2162	PK OCCUPATIONAL THERAPY	\$25,000.00	\$0.00	\$17,070.00	68.28	\$7,930.00	\$7,930.00
2171	SA PHYSICAL THERAPY	\$20,000.00	\$0.00	\$14,798.00	73.99	\$5,202.00	\$5,202.00
2172	PK PHYSICAL THERAPY	\$18,000.00	\$0.00	\$7,664.00	42.58	\$10,336.00	\$10,336.00
2181	SA VISION	\$20,000.00	\$0.00	\$17,447.60	87.24	\$2,552.40	\$2,552.40
2212	INSTR AND CURRICULUM DEVELOPMENT	\$82,600.00	\$3,810.38	\$185,183.21	224.19	(\$102,583.21)	(\$102,583.21)
2213	INSTRUCTIONAL STAFF TRAINING	\$8,000.00	\$0.00	\$26,610.98	332.64	(\$18,610.98)	(\$18,610.98)
2214	IMPLEMENTATION OF STANDARDS	\$10,000.00	\$0.00	\$0.00	0.00	\$10,000.00	\$10,000.00
2220	LIBRARY/MEDIA SERVICES	\$262,790.00	\$23,943.88	\$266,677.67	101.48	(\$3,887.67)	(\$3,887.67)

EXPENDITURE BY FUNCTION SUMMARY
08/2020

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
2230	INSTRUCTION RELATED TECHNOLOGY	\$161,473.00	\$6,922.70	\$136,972.45	84.83	\$24,500.55	\$24,500.55
2310	BOARD OF EDUCATION	\$315,200.00	(\$2,313.15)	\$289,723.18	91.92	\$25,476.82	\$25,476.82
2320	EXECUTIVE ADMIN. SERVICES	\$231,773.00	\$17,102.79	\$210,338.91	90.75	\$21,434.09	\$21,434.09
2410	OFFICE OF THE PRINCIPAL SERV.	\$1,268,010.00	\$99,090.64	\$1,267,009.73	99.92	\$1,000.27	\$1,000.27
2510	GENERAL BUSINESS SUPPORT	\$279,914.00	\$12,341.63	\$202,015.20	72.17	\$77,898.80	\$77,898.80
2530	DUPLICATING SERVICES	\$83,525.00	\$0.00	\$98,544.19	117.98	(\$15,019.19)	(\$15,019.19)
2580	ADMIN TECHNOLOGY SERVICES	\$300,249.00	\$5,703.64	\$406,667.09	135.44	(\$106,418.09)	(\$106,418.09)
2610	OPERATION OF PLANT	\$830,518.00	\$27,294.70	\$792,979.30	95.48	\$37,538.70	\$37,538.70
2620	MAINTENANCE OF PLANT	\$373,914.00	\$20,726.92	\$423,069.46	113.15	(\$49,155.46)	(\$49,155.46)
2630	UPKEEP OF GROUNDS	\$21,850.00	\$0.00	\$22,999.38	105.26	(\$1,149.38)	(\$1,149.38)
2650	VEHICLE OPERATION/MAINTENANCE	\$74,500.00	\$0.00	\$22,144.01	29.72	\$52,355.99	\$52,355.99
2660	SECURITY SERVICES	\$160,000.00	\$0.00	\$208,511.40	130.32	(\$48,511.40)	(\$48,511.40)
2670	SAFETY SERVICES	\$0.00	\$3.00	\$2,133.50	0.00	(\$2,133.50)	(\$2,133.50)
2710	REGULAR STUDENT TRANSPORTATION	\$450,000.00	\$0.00	\$285,776.88	63.51	\$164,223.12	\$164,223.12
2712	SA SPED VEHICLE OPERATION	\$193,700.00	\$0.00	\$201,136.16	103.84	(\$7,436.16)	(\$7,436.16)
2713	PK VEHICLE OPERATION	\$62,000.00	\$0.00	\$35,404.13	57.10	\$26,595.87	\$26,595.87
3300	COMMUNITY SERVICE OPERATIONS	\$28,100.00	\$0.00	\$27,389.33	97.47	\$710.67	\$710.67
3400	GRANTS FR PRIVATE INTERESTS/EDQUEST	\$11,750.00	\$0.00	\$4,206.32	35.80	\$7,543.68	\$7,543.68
3500	STATE CATEGORICAL PROGRAMS/RULE 82	\$2,865.00	\$0.00	\$1,710.46	59.70	\$1,154.54	\$1,154.54
3535	HIGH ABILITY LEARNERS	\$12,227.00	\$1,649.15	\$13,025.91	106.53	(\$798.91)	(\$798.91)
3541	BIRTH TO 3 ENDOWMENT	\$75,000.00	\$4,638.12	\$80,347.32	107.13	(\$5,347.32)	(\$5,347.32)
3550	OTHER STATE CATEGORICAL/RULE 4	\$20,000.00	\$0.00	\$9,331.98	46.66	\$10,668.02	\$10,668.02
3575	NEBR INNOVATION GRANT PROGRAM	\$10,000.00	\$0.00	\$10,841.93	108.42	(\$841.93)	(\$841.93)
6200	TITLE I PART A	\$219,455.00	\$12,963.98	\$159,180.56	72.53	\$60,274.44	\$60,274.44
6210	TITLE I PART A ACCOUNTABILITY	\$0.00	\$0.00	\$6,160.62	0.00	(\$6,160.62)	(\$6,160.62)

EXPENDITURE BY FUNCTION SUMMARY
08/2020

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
6310	TITLE II PART A	\$34,089.00	\$2,315.48	\$34,325.20	100.69	(\$236.20)	(\$236.20)
6406	IDEA PRESCHOOL (619) BASE	\$12,450.00	\$1,302.16	\$13,897.33	111.63	(\$1,447.33)	(\$1,447.33)
6408	IDEA BASE/EP	\$369,886.00	\$28,276.45	\$365,622.95	98.85	\$4,263.05	\$4,263.05
6412	IDEA PART B PROPORTIONATE SHARE	\$19,324.00	\$1,538.86	\$18,466.32	95.56	\$857.68	\$857.68
6690	OTHER NON CATEGORICAL EXP/MEDICAID	\$350.00	\$0.00	\$60.00	17.14	\$290.00	\$290.00
6940	HEAD START	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00
6968	TITLE IV PART B 21ST CENTURY	\$58,312.00	\$215.30	\$43,583.71	74.74	\$14,728.29	\$14,728.29
6969	TITLE IVA STU SUPPORT & ACADEMIC ENRICH	\$12,560.00	\$0.00	\$18,976.26	151.08	(\$6,416.26)	(\$6,416.26)
6980	ADULT BASIC EDUCATION	\$11,110.00	\$441.76	\$11,938.82	107.46	(\$828.82)	(\$828.82)
6996	ESSERS (EMERGENCY RELIEF)	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00
8000	TRANSFERS	\$0.00	\$0.00	\$15,000.00	0.00	(\$15,000.00)	(\$15,000.00)
9000	NON PROGRAM EXPENDITURES	\$3,000.00	\$0.00	\$2,556.55	85.22	\$443.45	\$443.45
01	GENERAL	\$19,360,688.00	\$1,204,985.82	\$19,209,826.31	99.22	\$150,861.69	\$150,861.69

EXPENDITURE BY FUNCTION SUMMARY
08/2020

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
02	DEPRECIATION FUND						
2900	OTHER SUPPORT SERVICES	\$0.00	\$0.00	\$50,583.50	0.00	(\$50,583.50)	(\$50,583.50)
8000	TRANSFERS	\$1,000.00	\$0.00	\$0.00	0.00	\$1,000.00	\$1,000.00
02	DEPRECIATION FUND	\$1,000.00	\$0.00	\$50,583.50	5,058.35	(\$49,583.50)	(\$49,583.50)

EXPENDITURE BY FUNCTION SUMMARY
08/2020

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
03	EMPLOYEE BENEFITS FUND						
2900	OTHER SUPPORT SERVICES	\$60,000.00	\$8,124.20	\$52,091.43	86.82	\$7,908.57	\$7,908.57
03	EMPLOYEE BENEFITS FUND	\$60,000.00	\$8,124.20	\$52,091.43	86.82	\$7,908.57	\$7,908.57

EXPENDITURE BY FUNCTION SUMMARY
08/2020

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
06	CAFETERIA						
3100	FOOD SERVICE OPERATIONS	\$999,482.00	\$31,083.29	\$760,469.06	76.09	\$239,012.94	\$239,012.94
06	CAFETERIA	\$999,482.00	\$31,083.29	\$760,469.06	76.09	\$239,012.94	\$239,012.94

EXPENDITURE BY FUNCTION SUMMARY
08/2020

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
07	BOND FUND						
5000	DEBT SERVICES	\$818,960.00	\$0.00	\$1,524,828.75	186.19	(\$705,868.75)	(\$705,868.75)
07	BOND FUND	\$818,960.00	\$0.00	\$1,524,828.75	186.19	(\$705,868.75)	(\$705,868.75)

EXPENDITURE BY FUNCTION SUMMARY
08/2020

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
08	SPECIAL BLDG FUND						
2515	CENTRAL SERVICES/BLDGS AND SITES	\$5,000.00	\$0.00	\$5,099.77	102.00	(\$99.77)	(\$99.77)
2660	SECURITY SERVICES	\$0.00	\$0.00	\$25,329.22	0.00	(\$25,329.22)	(\$25,329.22)
2670	SAFETY SERVICES	\$0.00	\$0.00	\$14,497.45	0.00	(\$14,497.45)	(\$14,497.45)
4100	BOND RELATED EXPENDITURES	\$0.00	\$0.00	\$14,220.00	0.00	(\$14,220.00)	(\$14,220.00)
4300	FACILITY ACQ/ARCHITEC AND ENGINEERING	\$75,000.00	\$26,679.35	\$585,715.67	780.95	(\$510,715.67)	(\$510,715.67)
4500	BUILDING CONSTRUCTION	\$0.00	\$415,225.73	\$680,543.93	0.00	(\$680,543.93)	(\$680,543.93)
4700	BUILDING IMPROVEMENTS	\$9,156,268.00	\$583,567.87	\$3,579,437.24	39.09	\$5,576,830.76	\$5,576,830.76
08	SPECIAL BLDG FUND	\$9,236,268.00	\$1,025,472.95	\$4,904,843.28	53.10	\$4,331,424.72	\$4,331,424.72

EXPENDITURE BY FUNCTION SUMMARY
08/2020

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
09	QUALIFIED CAPITAL PURPOSE UNDERTAKING FU						
2515	CENTRAL SERVICES/BLDGS AND SITES	\$250,000.00	\$0.00	\$0.00	0.00	\$250,000.00	\$250,000.00
5000	DEBT SERVICES	\$320,655.00	\$0.00	\$320,055.00	99.81	\$600.00	\$600.00
09	QUALIFIED CAPITAL PURPOSE UNDERTAKING FU	\$570,655.00	\$0.00	\$320,055.00	56.09	\$250,600.00	\$250,600.00

EXPENDITURE BY FUNCTION SUMMARY
08/2020

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
10	HEADSTART 20						
6940	HEAD START	\$0.00	\$60,752.95	\$292,394.08	0.00	(\$292,394.08)	(\$292,394.08)
10	HEADSTART 20	\$0.00	\$60,752.95	\$292,394.08	0.00	(\$292,394.08)	(\$292,394.08)

EXPENDITURE BY FUNCTION SUMMARY
08/2020

Account Number	Account Description	Revised Budget	During Month	To Date	% of Budget	Balance at EOM	Unencumbered Balance
12	STUDENT FEES						
2190	OTHER PUPIL SUPPORT SERVICES	\$63,500.00	\$0.00	\$27,871.50	43.89	\$35,628.50	\$35,628.50
12	STUDENT FEES	\$63,500.00	\$0.00	\$27,871.50	43.89	\$35,628.50	\$35,628.50

Fund: 01 GENERAL

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	TAXED LEVIED BY SCHOOL DISTRICT	8,321,541.00	151,801.94	7,360,284.98	88.45	961,256.02
01 1115	CARLINE TAXES	16,000.00	0.00	6,634.66	41.47	9,365.34
01 1120	PUBLIC POWER DIST SALES TAX	180,000.00	0.00	164,023.91	91.12	15,976.09
01 1125	MOTOR VEHICLE TAX	950,000.00	89,855.86	919,202.62	96.76	30,797.38
01 1370	PRESCHOOL TUITION	83,000.00	2,072.35	48,391.19	58.30	34,608.81
01 1510	INTEREST ON INVESTMENTS	3,800.00	1.97	2,537.24	66.77	1,262.76
01 1800	REVENUE FR COMM SERVICE/GED/BDA	6,500.00	434.81	6,155.84	94.71	344.16
01 1910	RENTAL OF SCHOOL FACILITIES/PROPERTY	41,000.00	0.00	25,029.00	61.05	15,971.00
01 1911	LOCAL LICENSE FEES	5,300.00	0.00	3,150.00	59.43	2,150.00
01 1920	CONTRIB FR PRIVATE SOURCES	0.00	0.00	0.00	0.00	0.00
01 1921	CITY POLICE COURT FINES	0.00	0.00	0.00	0.00	0.00
01 1990	MISCELLANEOUS LOCAL REVENUE	0.00	600.00	12,337.96	0.00	(12,337.96)
	Subtotal: 1000	9,607,141.00	244,766.93	8,547,747.40	88.97	1,059,393.60
01 2110	COUNTY FINE & LICENSE FEES	90,000.00	5,506.76	65,908.55	73.23	24,091.45
01 2210	ESU RECEIPTS	5,300.00	0.00	4,185.46	78.97	1,114.54
	Subtotal: 2000	95,300.00	5,506.76	70,094.01	73.55	25,205.99
01 3110	STATE AID TO DISTRICTS	6,614,462.00	0.00	6,614,462.00	100.00	0.00
01 3120	SPECIAL ED PROGRAMS	1,450,000.00	0.00	1,439,447.00	99.27	10,553.00
01 3125	SPECIAL ED TRANSPORTATION	110,000.00	0.00	106,177.00	96.52	3,823.00
01 3130	HOMESTEAD EXEMPTION	240,000.00	51,646.01	308,470.86	128.53	(68,470.86)
01 3131	RELIEF TO PROPERTY TAXPAYERS	260,000.00	0.00	407,409.96	156.70	(147,409.96)
01 3132	PERSONAL PROPERTY TAX CREDIT	0.00	6,040.41	12,372.41	0.00	(12,372.41)
01 3134	RAILROAD TAX/PUBLIC SERVICE ENTITIES	0.00	0.00	9,392.37	0.00	(9,392.37)
01 3155	RULE 4 TEXTBOOK LOAN	20,000.00	0.00	9,798.58	48.99	10,201.42
01 3165	PRESCHOOL FLEX FUNDING	10,000.00	0.00	13,412.00	134.12	(3,412.00)
01 3166	SCHOOL AGE FLEX	0.00	0.00	0.00	0.00	0.00
01 3175	ABE/STATE GRANT	2,200.00	0.00	1,302.59	59.21	897.41
01 3180	PRO-RATA MOTOR VEHICLE	13,535.00	0.00	19,562.40	144.53	(6,027.40)
01 3400	STATE APPORTIONMENT	230,000.00	0.00	245,548.14	106.76	(15,548.14)
01 3535	HIGH ABILITY LEARNERS	12,500.00	0.00	12,227.00	97.82	273.00
01 3541	BIRTH TO 3 ENDOWMENT	75,000.00	0.00	83,764.00	111.69	(8,764.00)
01 3575	NEBR INNOVATION GRANT	10,000.00	0.00	34,296.50	342.97	(24,296.50)
01 3990	OTHER STATE SOURCES/ED QUEST	2,800.00	0.00	5,227.58	186.70	(2,427.58)
	Subtotal: 3000	9,050,497.00	57,686.42	9,322,870.39	103.01	(272,373.39)
01 4105	USF - E RATE	0.00	0.00	0.00	0.00	0.00
01 4305	IMPACT AID PL 874	0.00	0.00	0.00	0.00	0.00
01 4307	AMERICAN INDIAN EDUCATION	0.00	0.00	0.00	0.00	0.00
01 4505	TITLE I ESEA	275,000.00	0.00	186,232.00	67.72	88,768.00
01 4506	TITLE I ACCOUNTABILITY	0.00	0.00	12,227.00	0.00	(12,227.00)
01 4509	TITLE II PART A	40,000.00	0.00	39,936.00	99.84	64.00
01 4512	IDEA POVERTY/BASE	319,000.00	0.00	169,036.00	52.99	149,964.00
01 4515	IDEA PART B SUPPLEMENTAL	0.00	0.00	0.00	0.00	0.00
01 4516	IDEA PART B (619) PRESCHOOL	12,000.00	0.00	9,465.00	78.88	2,535.00
01 4519	IDEA PART B E/POVERTY	0.00	0.00	88,654.00	0.00	(88,654.00)
01 4521	IDEA NON PUBLIC	19,000.00	0.00	12,655.00	66.61	6,345.00
01 4524	ROTC REIMBURSEMENT FROM DOD	75,000.00	0.00	74,350.61	99.13	649.39
01 4529	ADULT BASIC EDUCATION	10,000.00	2,186.68	8,207.09	82.07	1,792.91
01 4530	OTHER FEDERAL RECEIPTS	8,000.00	0.00	0.00	0.00	8,000.00
01 4531	21ST CENTURY LEARNING GRANT/MS	75,000.00	35,313.00	72,215.00	96.29	2,785.00
01 4701	CENTRAL NEB ROBOTICS GRANT	0.00	0.00	0.00	0.00	0.00
01 4708	MEDICAID IN PUBLIC SCHOOLS	12,000.00	686.99	2,410.07	20.08	9,589.93
01 4709	MEDICAID ADM ACTIVITIES	13,000.00	6,950.88	31,253.77	240.41	(18,253.77)
01 4969	TITLE IV STUDENT SUPPORT	0.00	0.00	1,571.00	0.00	(1,571.00)
	Subtotal: 4000	858,000.00	45,137.55	708,212.54	82.54	149,787.46

Fund: 01 GENERAL

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 5300	SALE OF PROPERTY	16,500.00	1,713.65	4,422.14	26.80	12,077.86
01 5690	OTHER NON-REVENUE RECEIPTS	15,000.00	479.87	1,619.50	10.80	13,380.50
	Subtotal: 5000	31,500.00	2,193.52	6,041.64	19.18	25,458.36
	Fund Total:	19,642,438.00	355,291.18	18,654,965.98	94.97	987,472.02

Fund: 02 DEPRECIATION FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
02 1510	INVESTMENT INCOME	3,500.00	1.75	3,320.33	94.87	179.67
	Subtotal: 1000	3,500.00	1.75	3,320.33	94.87	179.67
02 5200	FUND TRANFERS IN	0.00	0.00	0.00	0.00	0.00
	Subtotal: 5000	0.00	0.00	0.00	0.00	0.00
	Fund Total:	3,500.00	1.75	3,320.33	94.87	179.67

Fund: 03 EMPLOYEE BENEFITS FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
03 5200	FUND TRANSFERS IN	85,000.00	4,121.65	54,079.88	63.62	30,920.12
	Subtotal: 5000	85,000.00	4,121.65	54,079.88	63.62	30,920.12
	Fund Total:	85,000.00	4,121.65	54,079.88	63.62	30,920.12

Fund: 06 CAFETERIA

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
06 1611	DAILY SALES	370,000.00	14,552.80	244,355.81	66.04	125,644.19
06 1650	SUMMER MEAL PROGRAM	0.00	0.00	32,626.78	0.00	(32,626.78)
06 1990 0005	MISCELLANEOUS LOCAL REVENUE	0.00	0.00	0.00	0.00	0.00
	Subtotal: 1000	370,000.00	14,552.80	276,982.59	74.86	93,017.41
06 3150	STATE REIMBURSEMENT	4,000.00	0.00	3,839.99	96.00	160.01
	Subtotal: 3000	4,000.00	0.00	3,839.99	96.00	160.01
06 4210	FEDERAL REIMBURSEMENT	380,000.00	31,949.77	470,877.25	123.92	(90,877.25)
06 4211 0005	FED REIMB/CACFP	79,000.00	0.00	57,353.37	72.60	21,646.63
	Subtotal: 4000	459,000.00	31,949.77	528,230.62	115.08	(69,230.62)
06 5200	FUND TRANSFERS	0.00	0.00	0.00	0.00	0.00
	Subtotal: 5000	0.00	0.00	0.00	0.00	0.00
	Fund Total:	833,000.00	46,502.57	809,053.20	97.13	23,946.80

Fund: 07 BOND FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
07 1100	LOCAL TAXES	974,110.00	18,099.57	975,604.61	100.15	(1,494.61)
07 1115	CARLINE TAXES	1,500.00	0.00	792.06	52.80	707.94
07 1120	PUBLIC POWER DIST SALES TAX	0.00	0.00	0.00	0.00	0.00
07 1510	INVESTMENT INCOME	350.00	5.03	212.57	60.73	137.43
Subtotal: 1000		975,960.00	18,104.60	976,609.24	100.07	(649.24)
07 3130	HOMESTEAD EXEMPTION	0.00	5,986.41	36,157.96	0.00	(36,157.96)
07 3131	RELIEF TO PROPERTY TAXPAYERS	0.00	0.00	47,862.18	0.00	(47,862.18)
07 3132	PERSONAL PROPERTY TAX CREDIT	0.00	709.61	1,446.04	0.00	(1,446.04)
07 3134	RAILROAD TAX/PUBLIC SERVICE ENTITIES	0.00	0.00	1,103.40	0.00	(1,103.40)
07 3180	PRO-RATA MOTOR VEHICLE	2,000.00	0.00	2,427.77	121.39	(427.77)
Subtotal: 3000		2,000.00	6,696.02	88,997.35	4,449.87	(86,997.35)
07 5100	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
07 5200	LONG TERM LOAN	0.00	0.00	0.00	0.00	0.00
07 5690	OTHER NON REVENUE RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: 5000		0.00	0.00	0.00	0.00	0.00
Fund Total:		977,960.00	24,800.62	1,065,606.59	108.96	(87,646.59)

Fund: 08 SPECIAL BLDG FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
08 1100	LOCAL TAXES	0.00	2.47	165.10	0.00	(165.10)
08 1115	CARLINE TAXES	0.00	0.00	0.00	0.00	0.00
08 1510	INTEREST ON LOCAL RECEIPTS	1,200.00	108.42	72,003.26	6,000.27	(70,803.26)
08 1990	OTHER LOCAL RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: 1000		1,200.00	110.89	72,168.36	6,014.03	(70,968.36)
08 3130	HOMESTEAD EXEMPTION	0.00	0.00	0.00	0.00	0.00
08 3131	RELIEF TO PROPERTY TAXPAYERS	0.00	0.00	0.00	0.00	0.00
08 3180	PRO-RATA MOTOR VEHICLE	0.00	0.00	0.00	0.00	0.00
Subtotal: 3000		0.00	0.00	0.00	0.00	0.00
08 5100	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
08 5120	PREMIUM ON ISSUANCE OF BONDS	0.00	0.00	0.00	0.00	0.00
08 5300	SALE OF PROPERTY	0.00	0.00	10,000.00	0.00	(10,000.00)
08 5690	OTHER NON REVENUE RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: 5000		0.00	0.00	10,000.00	0.00	(10,000.00)
Fund Total:		1,200.00	110.89	82,168.36	6,847.36	(80,968.36)

Fund: 09 QUALIFIED CAPITAL PURPOSE UNDERTAKING FU

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
09 1100	TAXES LEVIED BY SCHOOL DISTRICT	339,381.00	6,676.95	320,458.86	94.42	18,922.14
09 1115	CARLINE TAXES	475.00	0.00	293.76	61.84	181.24
09 1510	INVESTMENT INCOME	0.00	0.00	327.09	0.00	(327.09)
09 1990	OTHER LOCAL RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: 1000		339,856.00	6,676.95	321,079.71	94.48	18,776.29
09 3130	HOMESTEAD EXEMPTION	10,000.00	2,282.93	13,585.58	135.86	(3,585.58)
09 3131	RELIEF TO PROPERTY TAXPAYERS	16,000.00	0.00	17,929.78	112.06	(1,929.78)
09 3132	PERSONAL PROPERTY TAX CREDIT	0.00	265.83	541.71	0.00	(541.71)
09 3134	RAILROAD TAX/PUBLIC SERVICE ENTITIES	0.00	0.00	309.58	0.00	(309.58)
09 3180	PRO-RATA MOTOR VEHICLE	420.00	0.00	818.37	194.85	(398.37)
Subtotal: 3000		26,420.00	2,548.76	33,185.02	125.61	(6,765.02)
09 5100	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00
09 5103	QUALIFIED SCHOOL CONSTRUCTION BONDS	0.00	0.00	0.00	0.00	0.00
Subtotal: 5000		0.00	0.00	0.00	0.00	0.00
Fund Total:		366,276.00	9,225.71	354,264.73	96.72	12,011.27

Fund: 10 HEADSTART 20

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
10 1510	INTEREST ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00
10 1510 0003	INTEREST ON INVESTMENTS 2019	0.00	0.00	0.00	0.00	0.00
10 1510 0004	INTEREST ON LOCAL REV RECEIPTS	0.00	9.85	46.95	0.00	(46.95)
10 1990 0004	MISCELLANEOUS LOCAL REVENUE	0.00	0.00	111,941.71	0.00	(111,941.71)
Subtotal: 1000		0.00	9.85	111,988.66	0.00	(111,988.66)
10 4309	HEAD START	0.00	0.00	0.00	0.00	0.00
10 4309 0003	HEAD START 2019	0.00	0.00	0.00	0.00	0.00
10 4309 0004	HEAD START FUNDS 2018	0.00	0.00	248,275.94	0.00	(248,275.94)
Subtotal: 4000		0.00	0.00	248,275.94	0.00	(248,275.94)
Fund Total:		0.00	9.85	360,264.60	0.00	(360,264.60)

Fund: 12 STUDENT FEES

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
12 1741 1510	INTEREST ON INVESTMENTS	500.00	0.00	0.00	0.00	500.00
12 1741 1696	H.S. PARTICIPATION FEES	15,500.00	8,799.25	17,921.63	115.62	(2,421.63)
12 1741 1697	M.S. PARTICIPATION FEES	10,000.00	2,250.00	4,999.63	50.00	5,000.37
12 1741 1698	H.S. BAND RENTALS	1,000.00	1,750.00	3,032.37	303.24	(2,032.37)
12 1741 1706	M.S. BAND RENTALS	500.00	800.00	1,533.91	306.78	(1,033.91)
12 1741 1708	FCS FEES	1,000.00	180.00	1,148.58	114.86	(148.58)
12 1741 1710	H.S. ART FEES	1,000.00	275.00	815.00	81.50	185.00
12 1741 1718	DRIVERS ED	6,000.00	0.00	(268.39)	(4.47)	6,268.39
12 1741 1722	CASS COUNTY VOLLEYBALL CLUB	0.00	0.00	0.00	0.00	0.00
12 1741 1723	HS LAPTOP INS FEE	15,000.00	5,806.40	13,321.36	88.81	1,678.64
12 1741 1790	EXTRA CURRICULAR ACTIVITY FEES	0.00	0.00	0.00	0.00	0.00
12 1741 1809	OTHER LOCAL RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: 1000		50,500.00	19,860.65	42,504.09	84.17	7,995.91
Fund Total:		50,500.00	19,860.65	42,504.09	84.17	7,995.91

Revenue Summary Report

Processing Month: 08/2020

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	21,959,874.00	459,924.87	21,426,227.76	97.57	533,646.24

Fund: 12 STUDENT FEES

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
12 704 1410		INTEREST				*Previous Balance						680.03
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	680.03
12 704 1696		HS PARTICIPATION FEES				*Previous Balance						16,064.75
12 704 1696 HS PARTICIPATION FEES												
12 1741 1696 H.S. PARTICIPATION FEES												
08/18/2020	CR	876075			FEES	PATRONS	0.00	85.00	0.00	0.00		
08/31/2020	CR	876088			FEES	PATRONS	0.00	8,714.25	0.00	0.00		
12 704 1696		HS PARTICIPATION FEES				*Current Activity						8,799.25
						*Ending Balance:	0.00	8,799.25	0.00	0.00	0.00	24,864.00
12 704 1697		M.S. PARTICIPATION FEE				*Previous Balance						(2,883.00)
12 704 1697 M.S. PARTICIPATION FEE												
12 1741 1697 M.S. PARTICIPATION FEES												
08/31/2020	CR	876088			FEES	PATRONS	0.00	2,250.00	0.00	0.00		
12 704 1697		M.S. PARTICIPATION FEE				*Current Activity						2,250.00
						*Ending Balance:	0.00	2,250.00	0.00	0.00	0.00	(633.00)
12 704 1698		H.S. BAND RENTALS				*Previous Balance						6,073.78
12 704 1698 H.S. BAND RENTALS												
12 1741 1698 H.S. BAND RENTALS												
08/31/2020	CR	876088			FEES	PATRONS	0.00	1,750.00	0.00	0.00		
12 704 1698		H.S. BAND RENTALS				*Current Activity						1,750.00
						*Ending Balance:	0.00	1,750.00	0.00	0.00	0.00	7,823.78
12 704 1706		MS BAND RENTALS				*Previous Balance						4,671.13
12 704 1706 MS BAND RENTALS												
12 1741 1706 M.S. BAND RENTALS												
08/31/2020	CR	876088			FEES	PATRONS	0.00	800.00	0.00	0.00		
12 704 1706		MS BAND RENTALS				*Current Activity						800.00
						*Ending Balance:	0.00	800.00	0.00	0.00	0.00	5,471.13
12 704 1708		FCS FEES				*Previous Balance						517.34
12 704 1708 FCS FEES												
12 1741 1708 FCS FEES												
08/31/2020	CR	876088			FEES	PATRONS	0.00	180.00	0.00	0.00		
12 704 1708		FCS FEES				*Current Activity						180.00
						*Ending Balance:	0.00	180.00	0.00	0.00	0.00	697.34
12 704 1710		H.S. ART FEES				*Previous Balance						3,883.91
12 704 1710 H.S. ART FEES												
12 1741 1710 H.S. ART FEES												
08/31/2020	CR	876088			FEES	PATRONS	0.00	275.00	0.00	0.00		
12 704 1710		H.S. ART FEES				*Current Activity						275.00
						*Ending Balance:	0.00	275.00	0.00	0.00	0.00	4,158.91

Activity Fund Balance Report - Detail - Include Encumbrances

08/2020 - 08/2020

Fund: 12 STUDENT FEES

<u>Chart of Account Number</u>			<u>Chart of Account Description</u>			<u>Entity Name</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
<u>Entry Date</u>	<u>JR</u>	<u>Reference #</u>	<u>Check Acct</u>	<u>Check #</u>	<u>Description</u>							
12 704 1718			DRIVERS ED			*Previous Balance						(12,576.44)
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(12,576.44)
12 704 1719			WOOD SHOP			*Previous Balance						(227.88)
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(227.88)
12 704 1722			CASS COUNTY VBC			*Previous Balance						1,050.94
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	1,050.94
12 704 1723			H.S. LAPTOP INSURANCE FEE			*Previous Balance						56,841.90
12 704 1723			H.S. LAPTOP INSURANCE FEE									
12 1741 1723			HS LAPTOP INS FEE									
08/18/2020	CR	876075			FEES	PATRONS	0.00	256.00	0.00	0.00		
08/18/2020	CR	876075			KRASSER/TRANSFER	PATRONS	0.00	40.00	0.00	0.00		
08/31/2020	CR	876088			FEES	PATRONS	0.00	5,510.40	0.00	0.00		
12 704 1723			H.S. LAPTOP INSURANCE FEE			*Current Activity						5,806.40
						*Ending Balance:	0.00	5,806.40	0.00	0.00	0.00	62,648.30
12 704 1790			OTHER LOCAL RECEIPTS			*Previous Balance						0.00
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	0.00
						Fund Total: 12	0.00	19,860.65	0.00	0.00	0.00	93,957.11

<u>Vendor Name</u>		<u>Vendor Description</u>	<u>Amount</u>
Checking	1		
Checking	1	Fund: 01 GENERAL	
AAA SEWER & DRAIN CLEANING INC		SERVICE	634.75
ACCELERATED GRAPHX LLC		SUPPLIES	2,468.50
ALL COVERED		SERVICES	3,748.50
AMAZON CAPITAL SERVICES INC		SUPPLIES	38,293.72
AOI CORPORATION		SERVICES	984.00
APPLE COMPUTER INC		EQUIPMENT	10,980.00
BH MEDIA GROUP INC		SUBSCRIPTION/ADV	310.51
BLACKBOARD INC		SERVICES	5,418.93
BOMGAARS		SUPPLIES	769.21
BUREAU OF EDUCATION & RESEARCH INC		REGISTRATION/SUPPLIES	279.00
BYRDSEED LLC		SUPPLIES	238.00
CAMPIN, NIKOLE		REIMBURSEMENT	267.44
CENGAGE LEARNING		SUPPLIES	17,215.88
CENTERPOINT ENERGY SERVICES INC		FUEL	838.53
CHARTER COMMUNICATIONS HOLDING COMPANY LLC		SERVICE	28.18
CITY OF PLATTSMOUTH		WATER & SEWER	3,915.78
COLUMBUS TELEGRAM		SUPPLIES/ADVERTISING	411.53
COMMITTEE FOR CHILDREN		SUPPLIES	2,754.00
COMPANION CORPORATION		SUPPLIES	3,000.00
CORNERSTONES OF CARE		SERVICES	5,750.00
COUNCIL BLUFFS WINNELSON		SUPPLIES	186.37
CUSTOM ARRANGEMENTS		SERVICES	295.00
DECKER EQUIPMENT		EQUIPMENT	736.62
DELL FINANCIAL SERVICES LLC		1:1 COMPUTER FINANCING	297.80
DIAMOND VOGEL PAINTS		SUPPLIES	114.50
DICK BLICK		SUPPLIES	485.84
DIETZE MUSIC HOUSE		SUPPLIES	266.80

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
DIMENSIONS EDUCATIONAL RESEARCH FOUNDA	SUPPLIES	296.70
DMG INC	SERVICE/SUPPLIES	853.14
DOBROVOLNY, PAMELA	REIMBURSEMENT	199.62
DOLLAR GENERAL	SUPPLIES	240.85
DUECHTING, CYNTHIA	LEP SERVICES	3,360.00
EDUCATIONAL SERVICE UNIT #3	SERVICE	3,468.10
EGAN SUPPLY CO	SUPPLIES	6,798.80
FASTENAL COMPANY	SUPPLIES	4,570.06
FIBER PLATFORM LLC	EDUC VIDEO BUNDLE	1,872.18
FIREGUARD INC	SUPPLIES/SERVICE	6,212.44
FJM LLC	SPEAKER FEE	1,370.00
FLINN SCIENTIFIC	SUPPLIES	1,589.44
FOLLETT SCHOOL SOLUTIONS INC	SUPPLIES	2,096.53
FRED J MILLER INC	SUPPLIES	588.36
FUN EXRESS LLC	SUPPLIES	193.77
GATEWAY EDUCATION HOLDINGS LLC	SUPPLIES	9,097.26
GOLDEN DRAGON	MEALS	20.00
GREEN FEES LAWN & IRRIGATION	SERVICE	760.00
GREENLIFE GARDENS	SUPPLIES	7,572.80
HARDY, JEANNIE		67.92
HARVEY, JENNIFER	REIMBURSEMENT	55.00
HASTY, RICH	REIMBURSEMENT	213.79
HEARTLAND FOUNDATION	TUITION	9,065.00
HILLER ELECTRIC COMPANY	SERVICE	12,456.63
HOME DEPOT U.S.A. D/B/A HOME DEPOT PRO	SUPPLIES	10,732.63
HOUGHTON MIFFLIN GRT SOURCE	SUPPLIES	76,173.19
HUMANEX VENTURES	TRAINING	4,515.00
IDW LLC	SUPPLIES	74.93

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
IMPACT MANUFACTURING	SUPPLIES	53.12
INDUSTRIAL ARTS SUPPLY CO	SUPPLIES	258.01
INTERNATIONAL ACADEMY OF SCIENCE	SUPPLIES	12,900.00
IXL LEARNING INC	SUPPLIES	1,950.00
JOHN DEERE LANDSCAPES LLC	SERVICE	1,943.02
JOHNSON, CATHY	REIMBURSEMENT	64.46
JUST FOR KIDS THERAPY INC	SERVICES	4,469.25
KALKWARF, LISA	REFUND	80.00
KERNS EXCAVATING	SERVICE/SUPPLIES	200.00
KONICA MINOLTA BUSINESS SOLUTIONS	COPIER LEASES/SUPPLIES	5,081.55
KONICA MINOLTA PREMIER FINANCE	COPIER LEASES/SUPPLIES	7,917.06
LIFEARTS INTEGRATED HEALTH CENTER PC	DOT PHYSICALS	80.00
LOGAN CONTRACTORS SUPPLY INC	SUPPLIES	252.68
LUKE	SERVICES	60.00
MACGILL, WILLIAM V	SUPPLIES	121.83
MAHONEY STATE PARK	RESERVATIONS	30.00
MATHESON TRI-GAS INC	SUPPLIES	661.54
MAXI-MAE INC	SERVICE/SUPPLIES	20.00
MCCANDLESS STUMP REMOVAL	SERVICE	200.00
MCGRAW-HILL SCHOOL EDUCATION	SUPPLIES	7,304.46
MEISINGER, JULIE	REIMBURSEMENT	182.32
MENARDS BELLEVUE	SUPPLIES	632.95
MID-STATES SCHOOL BUS INC	BUS SERVICE	49,697.55
MOSS, DONNA	SPEECH LANGUAGE SERVICES	3,465.50
MULLENAX AUTO SUPPLY	SUPPLIES	1,513.42
NCSA	REGISTRATIONS/DUES	1,655.00
NEBR ASSOC OF SCHOOL BOARDS	INSERVICE/FEES	30.00
NEBR COUNCIL ON ECONOMIC EDUCATION	STOCK MARKET GAME	90.00

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
NEBR U.C. FUND	UNEMPLOYMENT	189.58
NEBRASKA AIR FILTER INC	FURNACE FILTERS	2,746.36
NEBRASKA COUNCIL OF SCHOOL ADM	DUES/FEES	150.00
NEBRASKA PUBLIC POWER DISTRICT	ELECTRICITY	42,035.85
NEBRASKA SAFETY CENTER	DRIVER TRAINING	250.00
NEW DIRECTIONS SOLUTIONS LLC	SERVICES	6,260.25
NIELSEN SIGN & DESIGN	SERVICE	100.00
NORTHWEST MISSOURI STATE	SCHOLARSHIP	498.00
NUSCHY, MIKE	TRANSITION SERVICES	1,020.00
OAKTREE PRODUCTS INC	SUPPLIES	1,318.50
OKEEFE ELEVATOR COMPANY INC.	SERVICE	552.75
OMAHA PUBLIC POWER DISTRICT	UPS/SERVICE	91.60
OMAHA WINLECTRIC CO	SUPPLIES	450.65
ONE SOURCE THE BACKGROUND CHECK COMPANY	SERVICE	1,324.10
OPEN JAR STUDIOS LLC	SUPPLIES	1,541.27
PAT'S PIANO SERVICE	TUNING	255.00
PERRY, GUTHERY, HAASE & GESSFORD PC LLO	SERVICES	13,662.20
PETRICEK, AMY	REIMBURSEMENT	29.64
PIONEER ATHLETICS	FIELD STRIPER	290.55
PLATTSMOUTH EDUCATION FOUNDATION	MEMORIALS/POPS PLACE EXPENSES	60.00
PLATTSMOUTH READY MIXED CONCRE	SERVICE	1,199.77
PLATTSMOUTH ROTARY CLUB, ROTARY INTERNATIONAL	DUES	150.00
PRESTO X COMPANY	PEST CONTROL	897.34
PRIME COMMUNICATIONS	REPAIRS	7,102.51
PROFESSIONAL BINDING PRODUCTS	SUPPLIES	245.40
PROFESSIONAL HEATING AND AIR	SERVICE	43,870.00
PROFESSIONAL LOCK AND SAFE LLC	SERVICES	575.00
RAINBOW GLASS & SUPPLY INC	SERVICE/SUPPLIES	270.91

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
RALSTON PUBLIC SCHOOLS	HEARING IMPAIRED SERVICES	66,904.50
RENAISSANCE LEARNING INC	SUPPLIES	2,730.00
RESOURCES FOR EDUCATORS	SUBSCRIPTION	259.00
RGS REPAIR INC	SERVICES	4,270.94
S.B. ENTERPRISES LTD	SUPPLIES	2,163.00
SAPP BROS INC	SUPPLIES/SERVICE	1,348.66
SCHOLASTIC, INC.		1,436.00
SCHOOL SPECIALTY	SUPPLIES	362.75
SCHUETTE, MARK	SERVICE	235.00
SHI INTERNATIONAL CORP	SUPPLIES	11,610.00
SHRED IT US JV LLC	SHREDDING	467.35
SOFTWARE UNLIMITED INC	SERVICES/WORKSHOPS	7,450.00
SPARTAN STORES DISTRIBUTION LLC	SUPPLIES	195.74
STAPLES BUSINESS ADVANTAGE	SUPPLIES	6,782.85
SUBURBAN NEWSPAPERS INC	SUBSCRIPTION	745.00
SWIVL INC	SUPPLIES	987.00
TEACHING STRATEGIES INC	SUPPLIES	14,841.65
TIME MANAGEMENT SYSTEMS	TIMEKEEPING SYSTEM SERVICE	662.00
TURNITIN LLC	SERVICE	3,133.00
UNITED SEATING AND MOBILITY LLC	SUPPLIES	10,714.50
UNIVERSITY OF NE-OMAHA	SCHOLARSHIPS	498.00
UNIVERSITY OF NEBR. - LINCOLN	SCHOLARSHIP	996.00
UNIVERSITY OF OREGON	REGISTRATION	350.00
US BANK NA	FUEL PURCHASES	153.03
VERIZON WIRELESS	CELL SERVICE	1,091.29
VOICE & DATA SYSTEMS INC	SERVICE	72.50
W.W. NORTON & COMPANY INC	SUPPLIES	275.00
WARGA, STEVE	ADVERTISING	111.00

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
WASTE MANAGEMENT OF NEBRASKA INC	TRASH SERVICE	2,343.50
WILBUR-ELLIS HOLDINGS II INC	SUPPLIES	169.20
WINDSTREAM	TELEPHONE SERVICE	7,414.30
ZANER-BLOSER INC	SUPPLIES	4,739.79
Fund Total:		648,767.03
Checking	1 Fund: 06 CAFETERIA	
CFG INC	SERVICE/SUPPLIES	518.45
CLASSIC REFRIGERATION	SERVICE	3,634.74
GROH, JENNIFER		85.95
OPAA FOOD MANAGEMENT INC	SERVICE	29,144.29
PLATTSMOUTH SCHOOLS, STUDENT FEE FUND	TRANSFER	60.00
RADER, DEANNA		31.25
TURNER, MELISSA	LUNCH REFUND	53.00
Fund Total:		33,527.68
Checking	1 Fund: 08 SPECIAL BLDG FUND	
AMAZON CAPITAL SERVICES INC	SUPPLIES	498.90
AOI CORPORATION	SERVICES	30,657.68
BH MEDIA GROUP INC	SUBSCRIPTION/ADV	521.98
CENTRAL NEBRASKA EQUIPMENT	STS EQUIPMENT	48,551.00
DLR GROUP INC	SERVICES	1,674.15
PROFESSIONAL HEATING AND AIR	SERVICE	20,223.00
PROFESSIONAL LOCK AND SAFE LLC	SERVICES	1,050.00
THIELE GEOTECH INC	SERVICES	6,464.50
VANWINKLE CONSTRUCTION SERVICES LLC	SERVICES	5,052.00
Fund Total:		114,693.21
Checking	1 Fund: 09 QUALIFIED CAPITAL PURPOSE UNDERTAKING FU	
WELLS FARGO BANK N.A.	FEES	400.00
Fund Total:		400.00
Checking	1 Fund: 10 HEADSTART 20	
WASTE MANAGEMENT OF NEBRASKA INC	TRASH SERVICE	291.46
Fund Total:		291.46
Checking	1 Fund: 12 STUDENT FEES	
DANNER, DEBRA	LUNCH REFUND	50.00

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
DIETZE MUSIC HOUSE	SUPPLIES	107.10

Fund Total: 157.10
Checking Account Total: 797,836.48

Checking 3
Checking 3 **Fund: 05** **ACTIVITY FUND**

AMAZON CAPITAL SERVICES INC	SUPPLIES	205.00
DIST #1		395.33
KUDER INC	SUPPLIES	69.95
NEBRASKA SPORTS IND. INC	SUPPLIES	2,667.12
SCHMITT MUSIC CENTERS	SUPPLIES	121.63
SOUTHEAST COMMUNITY COLLEGE	TUITION	2,676.00

Fund Total: 6,135.03
Checking Account Total: 6,135.03

**Plattsmouth High School
Principal's Report
Todd Halvorsen
September 14, 2020**

Helping students build their future with **Positive Respectful Intentional Determined and Engaged** students and staff.

High Academic Achievement and Professional Learning Communities (PLC)

Plattsmouth High School teachers will be reviewing data in relationship to unfinished learning during the Continuous Improvement Day on September 11, 2020.

NWEA MAP testing is completed and teachers are reviewing the data to help guide instruction.

Sophomores, Juniors, and Seniors will be taking the PreACT, Practice ACT, and ACT on September 22.

Activities Report

Fall sports are off to a good start.

Homecoming is next week and there are activities scheduled for each day to promote spirit. There will be a modified Devilmania event on Friday, September 18 and the homecoming game will be at 7:00 against Elkhorn Mt. Michael.

Organization Development and Capacity

The 2020-2021 school year will focus on the following points:

1. Continuing the growth of Wall to Wall Academies and expanding internship opportunities
2. Continue to develop a culture of respect, inclusion, encouragement, and celebration of students and staff.
3. Advancing civic engagement.

Plattsmouth High School staff continually seek to improve upon the processes of our curriculum and academy teams. That effort is focused upon data interpretation, identifying student needs, and responding with collective efficacy.

Educationally yours,
Todd Halvorsen

Middle School Board Report
John Campin-Principal
September 11, 2020

School is still off to a great start.

Projected Enrollment Numbers for 2020-21

5th-96

6th-93

7th-138

8th-111

Total-438

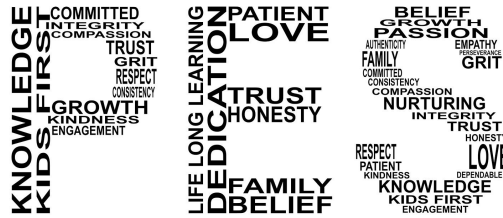
Remote Learners-68 was at 62 last month.

Staff-The staff has really stepped up in learning and supporting Remote Learners. 6-7-8 teachers are teaching at school and monitoring Remote Learning. It has been a challenge for these grades and they are hanging in there.

District-Dr. Larson has been a great support for myself and staff learning the Remote Learning. She has put in a ton of hours to make it as easiest as possible for all of us.

Our Sports program has gotten off to a great start. 6th grader, Mallory Robbins, has gotten first place in the first two XC meets. Our girls XC team earned 2nd place at Wahoo.

The coaches and Mr. Michel have worked hard to get students involved to get them prepared for high school.



**Plattsmouth Elementary School
Principal's Report
Amy Petricek
September 13, 2020**

Current Enrollment Numbers for 2020-21

Teacher	Grade	Boys	Girls	Total
Ecklund, Kim	Kdg	10	5	15
Haynes, Ann	Kdg	9	6	15
Hicks, Stacey/Blomstedt, Laura	Kdg	1	0	1
Loper, Christine	Kdg	9	5	14
Knox, Susan	Kdg	7	7	14
Meisinger, Julie (Remote)	Kdg	3	7	10
Morrison, Wendy	Kdg	9	6	15
Jesus, Allyson (Acellus)	Kdg	1	3	4
Subtotal		53	41	98
Bourgeois, Mindy (Remote)	1	4	6	10
Brodersen, April	1	14	7	21
Hicks, Stacey/Blomstedt, Laura	1	3	1	4
Rea, Gayle	1	9	9	18
Schenkelberg, Julie	1	5	11	16
Wiseman, Deb	1	10	7	17
Jesus, Allyson (Acellus)	1	3	3	6
Winters, Tim	1	2	0	2
Subtotal		50	44	94
Anderson, Mike	2	13	8	21
Johnson, Cathy	2	8	7	15
Hicks, Stacey/Blomstedt, Laura	2	2	0	2
Meisinger, Julie (Remote)	2	6	7	13

Stoskopf, Becky	2	7	7	14
Warrick, Marlene	2	6	9	15
Jesus, Allyson (Acellus)	2	3	1	4
Subtotal		45	39	84
Bach, Stephanie	3	9	9	18
Clark, Brianna	3	14	5	19
Thomas, Riley	3	11	6	17
Fenton, CJ	3	8	9	17
Bourgeois, Mindy (Remote)	3	7	3	10
Jesus, Allyson (Acellus)	3	3	1	4
Subtotal		61	45	106
Coplen, Kari	4	9	12	21
Day, Tricia	4	14	8	22
Hicks, Stacey/Blomstedt, Laura	4	1	1	2
Icenogle, Stephanie	4	7	7	14
Joy, Holly	4	11	9	20
Jesus, Allyson (Acellus)	4	2	3	5
Subtotal		48	43	90
		257	212	472

MAP Testing

We are working through MAP Testing and are excited to look at these results to inform our instruction this year.

Staff Shout-outs

Thank you to Dr. Larson for her hard work setting up the Acellus program.

**Plattsmouth Community Schools
Early Childhood/Early Head Start/Head Start Report
September, 2020**

Early Childhood Numbers as of: 9/8/2020

Accepted for Tuition/Head Start for 2020-2021:

PECC	47
Conestoga Head Start	11
Total for Head Start	58 out of 100
Tuition at PECC	12

Birth to Three Program Enrollment Report:

Sixpence	12
Birth to 5 Special Education Home/Community Based	18
Early Head Start	9 out of 10

Enrollment:

We currently have seven families who have chosen the remote learning option.

Attendance (2020-2021):

Week of:	Head Start Only	Tuition Only	Combined
August 17, 2020	98.9%	100%	99.1%
August 24, 2020	94.7%	97.9%	95.2%
August 31, 2020	89.5%	90%	89.6%

Head Start Grant Information:

The Fiscal Year (FY) 2020 continuation grant application was due on October 1, 2019. The application was submitted on September 18, 2019 and approved on December 19, 2019. The chart below outlines the funding amounts for the grant for fiscal year 2020.

Common Accounting Number (CAN)	Projected Funding	Funded Federal Enrollment
Head Start Program Operations & Training and Technical Assistance	\$946,849	100
Early Head Start Program Operations & Training and Technical Assistance	\$150,271	10
TOTAL GRANT FUNDING	\$1,097,120	110
In-Kind (non-federal share) for HS & EHS	\$274,281	
TOTAL GRANT AMOUNT	\$1,371,401	

The Fiscal Year (FY) 2020 cost-of-living adjustment (COLA) and quality improvement (QI) grants were due on May 15, 2020. The application was submitted on May 13, 2020 and was awarded on 8/10/2020. The chart below outlines the funding amounts for the grants:

Funding Type	Head Start	Early Head Start
Cost-of-Living Adjustment (COLA)	\$18,636	\$2,939
Quality Improvement (QI)	\$48,348	\$6,652
TOTAL GRANT FUNDING	\$66,984	\$9,591
In-Kind (non-federal share) for HS & EHS -- Waiver	\$0	\$0
TOTAL GRANT AMOUNT	\$76,575	

The Fiscal Year (FY) 2020 supplemental grants for COVID-19 and for summer 2020 programming were due on May 15, 2020. The applications were submitted on May 14, 2020. On June 1, 2020, the Office of Head Start sent a revision on the funding for the COVID One Time Supplement (per Program Instruction ACF-PI-HS-20-04). The new application was submitted on June 3, 2020 and was awarded on July 20, 2020. The chart below outlines the new funding amounts allocated to Plattsmouth Community Schools:

Funding Type	Head Start	Early Head Start
Supplement - COVID-19 One Time	\$87,881	\$8,788
TOTAL GRANT FUNDING	\$87,881	\$8,788
In-Kind (non-federal share) for HS & EHS -- Waiver	\$0	\$0
TOTAL GRANT AMOUNT	\$96,669	

Office of Head Start Communications:

- [New on ECLKC: July and August, 2020](#)
- [Director's E-mail Digest: July to August, 2020](#)
- [Staff Wages and Benefits: Flexibility through Sept 30th](#)

Personnel:

- We are currently still searching for a part-time custodial position.

Policy Council:

The next meeting is scheduled for Monday, September 21, 2020 at 6 pm via Zoom.



**CASS COUNTY HEAD START & EARLY HEAD START
PLATTSMOUTH EARLY CHILDHOOD CENTER**

Main office: 902 Main Street, Plattsmouth, NE 68048
Mailing address: 1912 Old Highway 34
Plattsmouth, Nebraska 68048
402-296-5250



**Head Start Treasurer's Report
August, 2020**

Total Grant Funds from 1/1/2020 to 12/31/2020		\$1,270,364
Continuation Grant from 1/1/2020 to 12/31/2020		\$1,097,120
Breakdown of Funding:		
Head Start Continuation Grant		\$ 946,849
Head Start COLA Grant		\$ 18,636
Head Start Quality Improvement Grant		\$ 48,348
Head Start CARES Act Grant		\$ 87,881
Early Head Start Continuation Grant		\$ 150,271
Early Head Start COLA Grant		\$ 2,939
Early Head Start Quality Improvement Grant		\$ 6,652
Early Head Start CARES Act Grant		\$ 8,788
Total Head Start Grant Funds from 1/1/2020 to 12/31/2020		\$1,101,714
Total Early Head Start Grant Funds from 1/1/2020 to 12/31/2020		\$ 168,650
Head Start Expenditures for the Month of:	April, 2020	\$ 86,616
	May, 2020	\$ 87,356
	June, 2020	\$ 54,638
	July, 2020	\$ 87,648
Early Head Start Expenditures for the Month of:	April, 2020	\$ 6,668
	May, 2020	\$ 6,642
	June, 2020	\$ 6,716
	July, 2020	\$ 7,299
Total Grant Period Expenditures	1/1/2020 to 12/31/2020	
	Head Start	\$ 518,169
	Early Head Start	\$ 49,521
Percent of Budget	1/1/2020 to 12/31/2020	
	Head Start	47.0 %
	Early Head Start	29.4 %
In-Kind for the Month of:	April, 2020	\$ 20,733
	May, 2020	\$ 20,733
	June, 2020	\$ 14,214
	July, 2020	\$ 14,214
In-Kind Credited to Date:		
Head Start	1/1/2020 to 12/31/2020	\$ 103,278
Early Head Start	1/1/2020 to 12/31/2020	\$ 31,702

Total 1/1/2020 to 12/31/2020 \$ 134,980

Percent of Required In-Kind For Fiscal Year 2020

Head Start (\$236,713 Total Required)	43.6 %
Early Head Start (\$37,568 Total Required)	84.4 %
Total Required (\$274,281)	49.2 %

Head Start Nutrition Expenditures for the Month of: April, 2020 \$ 9,487

Meals served (qualified as "free") in the month of: **April & May, 2020**

Conestoga: Breakfast: 0 Lunch: 0

Plattsmouth: Breakfast: 0 Lunch: 0

**OFFICE OF HEAD START**

ACF Administration for Children and Families	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	
	1. Log No. ACF-PI-HS-20-05	2. Issuance Date: 8/27/2020
	3. Originating Office: Office of Head Start	
	4. Key Words: Designation Renewal System; DRS; Head Start Program Performance Standards; HSPPS; Revision; Final Rule; Regulation; Head Start; Competition; Classroom Assessment Scoring System (CLASS®); Monitoring; Deficiency; Fiscal; Audit	

PROGRAM INSTRUCTION

SUBJECT: Final Rule on Designation Renewal System Changes

INSTRUCTION:

The Office of Head Start (OHS) announced in the [Federal Register](#) a final rule updating the Designation Renewal System (DRS). In the Improving Head Start for School Readiness Act of 2007, Congress required the U.S. Department of Health and Human Services (HHS) to both establish a DRS and to periodically review the system. HHS first established the DRS through a final rule in 2011, and has been regularly analyzing data on the implementation of the system and on the grantees required to compete. OHS is confident the DRS has driven increases in the quality of Head Start and Early Head Start services, but believes improvements can be made to the system.

This final rule includes revisions to three of the seven conditions of the DRS: the deficiency condition, the condition related to the Classroom Assessment Scoring System (CLASS®), and the fiscal condition related to audit findings. These changes will ensure OHS identifies those grantees where competition is the most warranted and more effectively holds grantees accountable, while also making the DRS more transparent.

Key Changes from the Prior DRS Rule*Deficiency Condition*

Under this final rule, the DRS no longer requires competition for grantees with a single deficiency during their project period. While all deficiencies are serious and substantial or systemic, changing the condition to require competition if a grantee receives two deficiencies during the project period better reflects significant quality failures of an agency. Additionally, the change will appropriately put the focus on grantees having systems in place to ensure health and safety incidents do not occur or are quickly identified and rectified and on financial and human resource systems that support ongoing, high-quality operations.

CLASS® Condition

For the CLASS® condition, the final rule facilitates the use of CLASS® as a quality improvement tool and promotes greater transparency for grantees. To achieve this, the final rule removes the lowest 10% criterion, while simultaneously establishing *quality thresholds* and raising the *competitive thresholds* (formerly minimum thresholds) for each domain of the CLASS®.

The *quality thresholds* are as follows: 6 for Emotional Support, 6 for Classroom Organization, and 3 for Instructional Support. These new thresholds represent the expectations of OHS for the quality of the learning

environment in every Head Start program. These thresholds do not relate to competition, but instead reflect a quality improvement focus in teacher-child interactions, with support from OHS. For any grantee with a score below one or more of the quality thresholds, OHS will provide support for quality improvement. OHS will help ensure the grantee's coordinated approach to training and professional development is targeting those areas of teaching practices and teacher-child interactions that most need improvements. The establishment of quality thresholds is intended to build on existing program quality improvement efforts to enhance classroom interactions beyond any set floor and will include more intentional OHS support for such efforts through training and technical assistance supports across a variety of platforms.

The final rule also sets more rigorous *competitive thresholds* for all three CLASS® domains and represents the floor for quality in terms of teacher-child interactions. Any grantee with a CLASS® score below one or more of the competitive thresholds will be designated for competition. Specifically, the competitive threshold for Classroom Organization is raised from 3 to 5 and Emotional Support is raised from 4 to 5. These competitive thresholds increase the minimum standard of quality and set the expectation for programs to work toward moving into the high-quality range. Because Instructional Support is a domain in which grantees tend to score lower, but is nonetheless important for ensuring high-quality teacher-child interactions, we take a graduated approach to increasing the threshold for this domain. More specifically, the competitive threshold for Instructional Support is initially raised from 2 to an interim threshold of 2.3, for all CLASS® reviews conducted through July 31, 2025. For all CLASS® reviews conducted on or after August 1, 2025, the competitive threshold for this domain raises to 2.5. This approach recognizes where most grantees currently score in this domain and will allow sufficient time for grantees to make necessary quality improvements and gradually move to higher quality.

Fiscal Condition

For the fiscal condition, the final rule retains the requirement to compete if a going concern is identified in an audit report. It also adds a second criterion that requires competition if a grantee has a total of two or more audit findings of material weakness or questioned costs related to their Head Start funds in audit reports for a financial period within the current project period. This change results in a fiscal condition that better detects risks to fiscal management and oversight.

Effective Date

The new DRS conditions will be effective October 27, 2020. The prior DRS conditions will apply to all programs until the effective date of this final rule. In general, grantee performance before the effective date of the final rule is subject to the prior DRS conditions and grantee performance after the effective date is subject to the revised DRS conditions. There will be no retroactive implementation of the revised conditions, to ensure grantees are not designated for competition based a condition on which they did not know they would be judged.

For all grantees that have been designated for competition under the prior conditions and a funding opportunity announcement (FOA) has not been posted, OHS will reexamine the existing data to determine if they also meet the revised conditions. The new second criterion added to the fiscal condition will not be considered. These grantees will be required to compete if they would also be required to compete under the revised conditions. OHS will send redetermination letters to this group of grantees either reconfirming their competitive status or notifying them of preliminary eligibility for non-competitive funding.

Preliminary non-competitive decisions made prior to the effective date of this final rule will not be revisited under the revised DRS conditions; these grantees will continue to be eligible for a noncompetitive new grant. Only in the rare case that such a grantee receives two or more deficiencies, a license revocation, suspension, debarment from any federal or state funds, disqualification from the Child and Adult Care Food Program, or an audit finding of a going concern before receiving their non-competitive five-year grant award would the grantee be required to compete. This would also have happened under the prior regulation, with the only difference being the number of deficiencies requiring competition.

Next Steps

Programs are urged to take the time to read the final rule in its entirety, including the preamble and the text of the regulation. OHS will continue to provide direction, guidance, and resources that support our mission to prepare Head Start children and families for school and beyond.

Thank you for the work you do on behalf of children and families.

/ Dr. Deborah Bergeron /

Dr. Deborah Bergeron
Director
Office of Head Start
Office of Early Childhood Development

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Cass County Head Start Community Assessment Fiscal Year 2021 Update

Head Start Program Performance Standards (45 CFR Chapter XIII) provides guidance for programs to follow when implementing the Head Start Act (P.L. 110-134). According to §1302.11(b)(2), a program must annually review and update the community assessment to reflect any significant changes including increased availability of publicly-funded pre-kindergarten (including an assessment of how the pre-kindergarten available in the community meets the needs of the parents and children served by the program, and whether it is offered for a full school day), rates of family and child homelessness, and significant shifts in community demographics and resources.

Cass County Child Care/Pre-Kindergarten

Child Care

As of August 20, 2020, there were several licensed child development and care programs serving Head Start and Early Head Start age eligible children in Cass County:

	Number of Centers	Capacity
Family Child Care Home I	11	110
Family Child Care Home II	4	48
Child Care Center	7	449
Provisional Child Care Center	1	59
Provisional Family Child Care Home I	1	10
TOTALS	24	676

There are preschools in the area operated by public schools and the number of children served during the 2019-2020 school year: Weeping Water Public Schools Preschool (26), Conestoga Public Schools Preschool in Murray (60), Louisville Public Schools Preschool (55), and Elmwood-Murdock Public Schools Preschool (60). St. John the Baptist also operates a preschool in Plattsmouth and served 45 preschoolers in 2019-2020. Plattsmouth Community Schools currently operates a Sixpence home visitation program for children ages birth to three and their families. The Sixpence Early Learning Fund is Nebraska's signature effort to put our state's youngest and most vulnerable children on the path to success in school and life. Sixpence promotes high-quality early care and learning opportunities that help parents guide the healthy development of their infants and toddlers. As public-private collaboration at the state and local levels, Sixpence delivers efficiency, fiscal responsibility and measurable results for our investment in the next generation of Nebraska's citizens. The program in Plattsmouth currently serves 13 children and their families.

Comprehensive Child Care Program

County statistics on children show the significant need for a program that provides preschool services to high-needs families with children ages three to four as well as a program that serves children ages birth-to-three. Data consistently shows that CC's high-needs children are well below **school readiness** benchmark levels when first attending Head Start classes.

Below is Teaching Strategies GOLD® (TSG) data for the beginning of the 2019-2020 program year.

Readiness Indicator	% 3 year olds below	% 4 year olds below
Social/Emotional	20%	36%
Gross; Fine	4%	11%
Language; Literacy	29%	22%
Cognitive	24%	28%
Math	22%	43%

These low readiness scores, highlight the necessity for PCSD to continue to use a comprehensive preschool framework and the research-base curriculum that has provided CCHS educators with the instructional guidance and support required for highly individualized teaching and the ongoing assessment that ensures high-caliber classroom instruction leading to children who are cognitively, physically, socially, and emotionally prepared.

Head Start and Early Head Start Enrolled Children and Families

The chart below outlines the program options/hours of operation for Cass County Head Start for the 2020-2021 school year. Program hours are lower due to response to the COVID-19 pandemic:

<i>HS Program Option</i>	<i># of Children</i>	<i>Hours in Session</i>	<i>Hours a Day</i>	<i>Days a Week</i>	<i>Hours a Week</i>	<i>Days of Operation</i>	<i>Total Hours Per Year</i>	<i>Number of Teachers</i>	<i>Number of Teacher Associates</i>	<i>Are Tuition Children Served in Classroom?</i>
Plattsmouth										
Part year - Full day	82	8:15 AM to 2:15 PM M-F	6.00	5	30	166.5	999	6	12	Yes
Conestoga (Murray, NE)										
Part year - Full day	18	8:15 AM to 3:00 PM T-F	6.75	4	27	146	985.5	1	2	No – Head Start Only
Totals	100 Head Start slots							7	19	

Characteristics of Children

According to the 2018-19 Program Information Report (PIR), the Head Start program had a cumulative enrollment of 113 students. There were 60 three year-olds and 53 four year-olds. There were 92 white, 2 Asian, 1 American Indian or Alaska Native, 1 Black or African American, and 8 bi-/multi-racial children. Of these children, 3 listed Spanish as the primary language of the family at home. In the 2018-19 program year, there were 28 children with IEPs. Nine had an IEP for speech or language impairments, one for autism, and 18 had other developmental delays.

According to the 2018-19 Program Information Report (PIR), there was a cumulative enrollment of 17 children in the home-based Early Head Start program. Nine children were under the age of one and seven were 2 years-old. There was one pregnant woman in the program. Seven of the children were in the second or third year of the program. 16 of the children in the program were white and one was identified as bi-/multi-racial. All of the children in the program had English identified as the primary language of the family at home. There were 5 children in the Early Head Start program with Individual Family Service plans.

Characteristics of Families

According to the 2018-19 PIR report, the Head Start program served a total of 102 families, 60 of which were two parent/guardian families. Forty-two were reported as single parent/guardian with 36 being single mother families, 5 being single father families, and one being a grandparent as the single parent figure in the family. Of the two parent/guardian families, 13 had both parents/guardians working, 33 had one parent/guardian working, and 14 had no parent/guardian working. Of the single parent/guardian households, 26 had the parent/guardian employed and 16 had no parent/guardian working. Eleven of the two parents/guardians families had one or both parents/guardians in job training. Eight of the single parent/guardian families had a parent/guardian in job training. Three of the families had a parent or guardian on active status in the military. One parent/guardian completed a baccalaureate or advanced degree during the program year.

For the 2019-2020 program year, the PIR was not completed.

Homelessness

Homelessness Point-in-Time Counts are unduplicated 1-night estimates of both sheltered and unsheltered homeless populations. The 1-night counts are conducted by Continuums of Care nationwide and occur during the last week in January of each year. Continuums of Care (CoC) are local planning bodies that are responsible for coordinating the full range of homelessness services in a geographic area, which may cover a city, county, metropolitan area, or an entire state. A CoC system has the goal of stably housing all persons who are homeless or at risk of homelessness in appropriate housing. This means identifying all homeless and at risk of homeless populations in communities, understanding their needs, and building a comprehensive and responsive system. In Nebraska there is a Balance of State Continuum of Care which is responsible for recording numbers for all regions in Nebraska (1-5) with the exception of Lincoln and Omaha.

Number of People Known to be Homeless (2019):

Nebraska State	2,365 including:	<ul style="list-style-type: none"> • 650 children with their parents • 5 children under 18 unaccompanied • 156 youth 18 to 24 unaccompanied
Nebraska Balance of State CoC (All Regions of NE except for Lincoln and Omaha)	506 including:	<ul style="list-style-type: none"> • 179 children with their parents • 1 child under 18 unaccompanied • 40 youth 18-24 unaccompanied

The Nebraska Homeless Assistance Program (NHAP) serves individuals who are homeless or near homeless. Not all people deemed homeless receive services through NHAP. In 2018, the NHAP served:

- 7,139 homeless individuals (down from 7,513 in 2017)
- 1,509 homeless children 18 and under (down from 1,546 in 2017)
- 2,516 homeless families with children (down from 2,710 in 2017)
- 17 unaccompanied homeless children (down from 46 in 2017)

More than 3,700 Nebraska public school students were identified as homeless in the 2017-18 school year (up from more than 3,000 for the 2016-17 school year). In 2018-19, Southeast Nebraska Community Action (SENCA), which serves Cass County, served 69 (down from 94 families in 2017-18) families who were considered homeless or near homeless. Some causes of homelessness in the SENCA area include: domestic violence, substance abuse, insufficient income, and loss of employment, mental health issues, and lack of a support system.

Homeless Children

The number of homeless children enrolled in public school during 2017-2018 in Nebraska was reported as 3,771. These reports came from 61 districts. Fifty-nine percent (59%) of homeless children were “doubled-up”, meaning sharing housing with others due to loss of housing, economic hardship, or a similar reason. In 2017, the Nebraska Homeless Assistance Program assisted 2,710 homeless families with children. In 2018-2019, SENCA served 69 families who may be considered homeless or near homeless. Another 37 individuals participated in the transitional housing program known as Project First, which provides support for families transitioning out of homelessness. In the 2019-2020 school year, Plattsmouth Community Schools Head Start and Early Head Start program served two children whose families were identified as homeless.

Cass County Community Characteristics and Demographics

Characteristics of Cass County Families and Children:

Economic

Across the county and school districts, there is a significant variance in economic status. According to the “SENCA Partnership 2020 Update to the Community Demographic and Assessment Information” for Cass and other counties, 7.4% of the population in Cass County is in poverty. This is up from 6.0% reported in the 2019 Update document. The median household income (2018) is higher than that of the State of Nebraska (\$59,116), at \$71,139 (up from \$68,284 in 2017). There is significant variance in the median incomes of families from different ethnic groups. The unemployment rate in Cass County for 2019 was 3.3% (up from 3.0% in 2018). This is slightly higher than that of the State of Nebraska (3.0%) and many families in Cass County struggle with securing jobs that provide a sustainable wage to provide for basic family needs.

Social and Economic Needs

Families in Cass County have a variety of needs including the need for further education, health support and training, job training and access, as well as the need for emergency clothing, shelter, food, and other resources.

- Families in need are found throughout the community.
- Families have varied levels of education and parenting skills.
- There is limited awareness of available family support resources.
- Cass County is a large geographic area with limited educational and family resource sites.

Work and school schedules vary for parents in Cass County. Most families have one or more parents working, some families have parents in the military and a few families have parents working on their education. The Early Head Start program is home-based and the teacher works around family schedules. Although CCHS families have not expressed concern with schedules, community data is helpful for future planning. When families were questioned in the 2019 Community Assessment Update, 42% of SENCA clients indicated a continued need for 3 to 5 preschool services mirroring the school year.

Cass County Selected Statistics Compared with State Averages:

Selected Statistics	Cass County Percent	State Average
Households with Children Enrolled in SNAP Benefits (2017)	9.0%	N/A
Households with Children in Poverty (2017)	6.6%	N/A
Children in Low-Income Families (2017)	24.9%	N/A
Births with Inadequate Care (2018)	13.3%	15.4%
Children Without Health Insurance (2018)	4.6%	5.1%
Children Enrolled in Public Health Insurance (2018)	16.5%	28.7%
Child Food Insecurity (2019)	9.5%	17.4%
Rate of Child Welfare System Involvement (2018)	8.5 per 1000	7.1 per 1000
Rate of Children in Out-Of-Home Care (2018)	7.3 per 1000	N/A
Children Enrolled in Free- or Reduced-Price School Meals (2017-2018)	30.9%	44.8%
3 and 4 Year Olds Enrolled in School (2017)	56.2%	N/A
Poverty Ages 0-17 (2018)	9.4%	12.9%

County Population (2019 Estimates):

Age Group	Cass County
0 to 5 Years	1,549
6 to 19 Years	6,325

Population by Race/Ethnicity in Cass County (2019):

Hispanic or Latino	White	Black	American Indian/Alaskan Native	Asian/Pacific Islander	2 or More Races/Other
3.4%	96.5%	.7%	.6%	.6%	1.7%

Cass County Community Strengths and Needs

2020 Town Hall Meeting Results

In March of 2020, Southeast Nebraska Community Action Partnership (SENCA) held town hall meetings in each of its six core counties in order to gather customer, partner, and community member input on community strengths, weaknesses, and needs. The following outlines the top six community strengths and needs identified across the service area.

Community Strengths	Community Weaknesses
School and other educational facilities and programs	Affordable housing
Local healthcare	Public transportation
Community resources and collaboration	Lack of mental health services
Active community groups	Lack of child care
Local law enforcement	Lack of jobs
Community Activities	Drugs and criminal activity/Lack of substance abuse programs

Attendees were asked to prioritize the needs of the community. Across the service area, the number one need identified was housing services. The following depicts the results of the prioritization of eight highest ranked community needs across the service area.

Priority	Community Need
1	Safe and affordable housing and homelessness
2	Substance abuse programs
3	Jobs
4	Poverty resource website and transit
5	Transit
6	Child care and community education
7	Mental health services
8	Youth programs/activities

Information for the community assessment was obtained from a variety of sources including:

- Southeast Nebraska Community Action Partnership (SENCA): 2020 Update to the 2019 Community Demographic and Assessment Information for the Nebraska Counties of Cass, Johnson, Nemaha, Otoe, Pawnee, and Richardson which is available at this link: https://www.senca.org/images/stories/PDF/2020_Community_Assessment_-_Update.pdf
- Voices for Children in Nebraska: 2019 Kids Count in Nebraska Report which is available at this link: <https://voicesforchildren.com/wp-content/uploads/2020/03/Full-Book-Final-3-4.pdf>
- Nebraska Department of Education: Membership Information by Grade which is available at this link: https://cdn.education.ne.gov/wp-content/uploads/2019/12/CountyMembershipByGrade_20192020.pdf

Plattsmouth Director of Instructional Services

Board of Education Report

Cherie Larson September 14, 2020

Plattsmouth Community Schools

Working in partnership to ensure academic achievement, responsible behavior and civic engagement.

Academic Achievement

Blue Devil Academy

- BDA is running with safe guidelines.
- The BDA will be offering remote options.

Assessments

- Buildings are testing with NWEA at this time. We are requiring the reading and math assessment and teachers chose to also administer the science assessment.
- Remote learners are coming in to be assessed. They can opt out if they would like to do so.
- State ACT testing for last year's 11th graders will take place on September 22, 2020. They are not required to take the test, but are encouraged to do so. The scores will not impact our ACT rating.
- Juniors take the practice ACT
- Sophomores take the PreACT

Curriculum

- English Learner (EL) Program
 - Ms. Duechting is our teacher. She is working with 12 students this year.
 - We have 16 students in the program. 4 are kindergarten and are being served, as appropriate, in the classroom.
 - We have three non-English speaking students. All are at the high school.
- All teachers have completed unfinished learning training and planning. A document has been completed to guide the planning and training. It was updated based on NWEA data on September 11th.

Curriculum Work

- Social studies -ES
- NDE is revising the English Language Arts standards.
- Our math program licenses are expiring at the end of this year. NDE is redoing math standards next year.
- A guide for blended learning was created and presented to teachers. The guide is based on best practice and the Plattsmouth Teacher Evaluation Learning Model.

Professional Development/Professional Learning Communities

- Small group and individual training sessions with teachers on working with EL students.
- New Teacher meetings are underway. First year teachers get small group support and all teachers attend quarterly sessions.
- Topics are chosen by the mentors.
- The first quarterly meeting is September 17 and is focused on student social and emotional needs at this time.
- The professional development plan is being reviewed and will be approved soon. The focus will be on continuous improvement and remote learning.

Continuous Improvement

- Staff will be trained on the Nebraska Frameworks model and prepare for the 2021 accreditation visit starting on Oct. 22.
- The CIP review schedule is being discussed and will be approved shortly.
- A new overview data template is being developed and is designed to provide overview data in a useable format while being easy to update.
- A detailed data template has been developed and will be used for detailed data review.

Responsible Behavior

- In support of the Multi-tiered system of support for behavior issues, teachers and parents are being given information about developing a growth mindset in students.
- The district is exploring a common behavior program. Plattsmouth Elementary adopted the BIST behavior model. Teachers are working with students daily on social skills.

Civic Engagement

- Many civic engagement activities are being implemented.

Grants

- Grant Updates
 - The Perkins Grant professional development and materials requests was approved.
 - All federal and state grant fund are being used to support student learning.
 - The 21st CCLC Blue Devil Academy grant met goals.
 - Grants for career education are being explored.



September 2020 Report

	Sept. 2019	Sept. 2020
Early Childhood (Birth to 5)	58	50
Elementary School (K-4)	74	89
Middle School (5-8)	87	63
High School (9-12)	94	91
Non-public Schools	14	16
Total	327	309

Special education department chairs for 2020-2021 are as follows:

Early childhood-Diana Furcini

Elementary school-Tracy Tegtmeier

Middle school-Kelli Henry

High school-Charlotte Urbauer

With regard to district special education supervision for 2020-2021, Mrs. Pam Dobrovlny will oversee PreK through 4th grade. She will also be the district supervisor for the K-8 life skills program.

Dr. Richard E. Hasty will be the district contact for middle school and high school special education. He will also be the district supervisor for the K-6 and the 7-12 Plattsburgh Learning and Universal Support (PLUS) programs.

Our Plattsburgh Academy for Learning (PAL) programs serve students in general education and students that receive special education services. The administrator for the K-8 PAL program is Dr. Richard E. Hasty. The administrator for the 9-12 PAL program is Mr. Todd Halvorsen.

We are moving forward with in-person and remote learning (parent choice) for another great year supporting our students that receive special education services!

Educationally yours,

Dr. Richard E. Hasty, Special Education Director

Pamela Dobrovolny, Assistant Special Education Director



PLATTSMOUTH HIGH SCHOOL

1916 Old Highway 34
PLATTSMOUTH, NE 68048
402-296-3322 Fax: 402-296-3342
Todd Halvorsen, Principal

Early Graduation Application/Request Form

The student requesting approval of early graduation must complete the application below answering all questions thoroughly. The application must be signed by the parent/guardian, and returned to the office prior to April 1 of the year preceding the intended early graduation. The applicant must also submit three (3) letters of recommendation supporting his/her request for early completion. The letters are to be comprised of one (1) letter from the high school guidance counselor, and two (2) letters from other secondary staff members. **Recommendation Due Date is April 15.**

1. Total credits expected by the end of the Junior year. 240
2. Courses selected for first semester of Senior year.
Capstone, British Lit, Discrete Math, Personal Finance
3. If accepted for early graduation, (I will) will not (circle one) participate in the Spring graduation ceremony.
4. On a separate sheet of paper please answer the following in paragraph form:
 - a. Reasons for early graduation
 - b. Benefits to be derived from early graduation
 - c. Plans or goals of the student

Garvin Brink
Student Signature

8/26/20
Date

I hereby give permission (as the undersigned parent/guardian) for Garvin Brink to submit his/her application for early graduation at Plattsmouth High School and I will abide by the Board of Education's decision to accept or reject the application.

Hayla A. Brink
Parent or Guardian Signature

8-27-2020
Date

Graduating early will give me enough time to figure out what's next. It will give me time to collect myself and really figure out what I want to do with my life. Graduating early will give me benefits such as doing job shadows or visiting colleges early enough to set a path for my future. My goals as of right now are to work until I am financially stable enough to move forward onto college and build my future.

-Gavin Brink

September 8, 2020

Dear Plattsmouth Board of Education,

Gavin Brink wishes to graduate early (December 2020) from high school. I am writing this letter in support of this endeavor.

Gavin is a fairly hard working young man. He has plans to attend Metropolitan Community College as soon as next semester. I am writing this letter of my support for him to do so. As long as he is on track to graduate, I am in support of him starting his career as soon as possible.

Sincerely,

Chris Work
Vocal Music Teacher
(402) 296 – 3322, Ext. 2128
cwork@pcsd.org

To Whom it May Concern,

Gavin Brink has been my student at Plattsmouth High School for two years. He would like to graduate early. I understand and approve of his reasons for doing so. Gavin is a bright young man and will do well after high school. Please let me know if you have any additional questions or concerns about Gavin.

Sincerely,

Ardena Mrasek
HS English
amrasek@pcsd.org

Plattsmouth High School

1916 Old Highway 34
Plattsmouth, Nebraska 68048
Phone 402.296.3322



August 28, 2020

Dear Plattsmouth Board of Education,

Gavin Brink wishes to graduate early (December 2020) from high school. I am writing this letter in support of him doing so.

Gavin is a senior taking the proper courses for him to graduate on time. He currently has 240 credits; 240 are required for graduation. Gavin is participating in our Remote Learning program and is completing the classes he needs to graduate at home instead of at the high school. If Gavin successfully passes Personal Finance, he will earn enough credits to graduate and we will consider him an Early Graduate. He will then graduate in December 2020.

I am in full support of Gavin Brink being an early graduate from Plattsmouth High School.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Knierim".

Jim Knierim
Guidance Counselor
(402) 296 – 3322, Ext. 2161
jknierim@pcsd.org



PLATTSMOUTH HIGH SCHOOL

1916 Old Highway 34
PLATTSMOUTH, NE 68048
402-296-3322 Fax: 402-296-3342
Todd Halvorsen, Principal

Early Graduation Application/Request Form

The student requesting approval of early graduation must complete the application below answering all questions thoroughly. The application must be signed by the parent/guardian, and returned to the office prior to **April 1** of the year preceding the intended early graduation. The applicant must also submit three (3) letters of recommendation supporting his/her request for early completion. The letters are to be comprised of one (1) letter from the high school guidance counselor, and two (2) letters from other secondary staff members. **Recommendation Due Date is April 15.**

1. Total credits expected by the end of the Junior year. 240
2. Courses selected for first semester of Senior year.
Sociology Lifetime
Capstone Fitness
British Literature
3. If accepted for early graduation, will will not (circle one) participate in the Spring graduation ceremony.
4. On a separate sheet of paper please answer the following in paragraph form:
 - a. Reasons for early graduation
 - b. Benefits to be derived from early graduation
 - c. Plans or goals of the student

Elizabeth Casart
Student Signature

8/26/20
Date

I hereby give permission (as the undersigned parent/guardian) for Elizabeth Casart to submit his/her application for early graduation at Plattsmouth High School and I will abide by the Board of Education's decision to accept or reject the application.

[Signature]
Parent or Guardian Signature

8/26/20
Date

When I started high school, graduating early never seemed like an option to me. Not because I couldn't, but instead because I didn't want to. You only get to go through high school once and I wanted to enjoy the experience with my friends and extracurricular activities. But, COVID-19 changed that. While ending Junior year on Zoom, learning it would be the same for senior year, I realized that doing online school is not what I want to spend my whole year doing. It is because of this and several other reasons I would like to graduate early.

First of all, online schooling doesn't offer the classes that interest me nor the classes that will really help me in the future. I would also like a break from school to allow me to work more hours. Balancing school and work is complicated and I want to save up some money before going into college. I would also be given extra time to decide where I want to go to college and if college is the right thing for me.

There are also benefits to me graduating early. While normally I would love to stay in school, online school doesn't allow me to take any classes that I want to take. So instead, I want to replace that time with working full time. I want to be able to work as much as I can and save up some money. Not doing the second semester of my senior year will allow me to schedule the other eye surgeries that I want and need to get without having to worry about missing some school. I think it would be beneficial if I get extra time, without having to worry about high school, to think more about college and what I want to do with my life and figure out a career. One final benefit is staying safe from COVID-19.

I do have some goals that I would also like to accomplish after high school. I would like to figure out what college I would like to go to, and go visit some if possible. I would also like to have some more time to decide what I want to do as a career. I plan to get a better job which is easier when I don't have to make a schedule to fit around high school.

PLATTSMOUTH HIGH SCHOOL

1916 E. Highway 34
PLATTSMOUTH, NE 68048
402-296-3322

Dear Plattsmouth Board of Education,

Elizabeth Casart wishes to graduate early (December 2020) from high school. I am writing this letter in support of her doing so.

Elizabeth is a senior taking the proper courses for her to graduate on time. She currently has 240 credits while 240 are required for graduation. She has a GPA of 3.71 and is ranked 19th in her class. Provided she passes the classes she is currently taking, she will have more than enough credits to graduate. Elizabeth is a hard working, intelligent student. She always came to class on time with a determined and enthusiastic attitude about learning.

I am in full support of Elizabeth Casart being an early graduate from Plattsmouth High School.

Sincerely,



Sarah Siedlik
Math & Computer Science Teacher, Plattsmouth High School
(402) 296 – 3322 Ext. 2200
ssiedlik@pcsd.org



PLATTSMOUTH COMMUNITY SCHOOLS DEPARTMENT OF INSTRUMENTAL MUSIC

Tina Harvey
Band Director
Plattsmouth High School
charvey@pcsd.org
[\[402\]296-3322 x2127](tel:(402)296-3322)
1916 East Highway 34
Plattsmouth, NE 68048

Elizabeth Glynn
Band Director
Plattsmouth Community Middle
School
eglynn@pcsd.org
[\[402\]296-3174 x2327](tel:(402)296-3174)
1724 8th Ave.

August 31, 2020

Dear Plattsmouth Board of Education,

I am writing this letter on behalf of Elizabeth Casart who has applied for Early Graduation in the 2020 – 2021 school year. I have known Elizabeth for 5 years when I became her Band Director and I have worked with her each year in this capacity. In Band Elizabeth has been a member of the Baritone and Tuba Section.

Elizabeth has requested early graduation so that she may work full time and make decisions about schooling after graduation. I have seen Elizabeth work hard to overcome challenges and achieve success in Band and in Music Theory class. She works hard and is pleasant to work with in class and at activities. Elizabeth will do well on whichever path she chooses.

I am pleased to be able to support Elizabeth's decision to apply for early graduation and would encourage the Board to look favorably upon her request if she meets all of the necessary requirements. If there is further information or input I can provide, feel free to contact me.

Respectfully,

Mrs. Tina Harvey

Plattsmouth Community Schools

High School Band Director

Plattsmouth High School



1916 Old Highway 34
Plattsmouth, Nebraska 68048
Phone 402.296.3322

August 28, 2020

Dear Plattsmouth Board of Education,

Elizabeth Casart wishes to graduate early (December 2020) from high school. I am writing this letter in support of her doing so.

Elizabeth is a senior taking the proper courses for her to graduate on time. She currently has 240 credits; 240 are required for graduation. Elizabeth only needs one English class, one Social Studies class and our Capstone class to graduate. She is participating in our Remote Learning program and is completing the classes she needs to graduate at home instead of at the high school. If Elizabeth successfully passes these 3 classes, she will earn enough credits to graduate and we will consider her an Early Graduate. She will then graduate in December 2020.

I am in full support of Elizabeth Casart being an early graduate from Plattsmouth High School.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Knierim', with a long horizontal flourish extending to the right.

Jim Knierim
Guidance Counselor
(402) 296 – 3322, Ext. 2161
jknierim@pcsd.org



PLATTSMOUTH HIGH SCHOOL

1916 Old Highway 34

PLATTSMOUTH, NE 68048

402-296-3322

Fax: 402-296-3342

Todd Halvorsen, Principal

Early Graduation Application/Request Form

The student requesting approval of early graduation must complete the application below answering all questions thoroughly. The application must be signed by the parent/guardian, and returned to the office prior to April 1 of the year preceding the intended early graduation. The applicant must also submit three (3) letters of recommendation supporting his/her request for early completion. The letters are to be comprised of one (1) letter from the high school guidance counselor, and two (2) letters from other secondary staff members. **Recommendation Due Date is April 15.**

1. Total credits expected by the end of the Junior year 230

2. Courses selected for first semester of Senior year
Senior Eng, Sociology, Capstone, Art History, Personal Finance

3. If accepted for early graduation, I will, will not (circle one) participate in the Spring graduation ceremony. I will

4. On a separate sheet of paper please answer the following in paragraph form:
- a. Reasons for early graduation
 - b. Benefits to be derived from early graduation
 - c. Plans or goals of the student

Casey Dovenbarger
Student Signature

9/11/20
Date

I hereby give permission (as the undersigned parent/guardian) for Casey Dovenbarger to submit his/her application for early graduation at Plattsmouth High School and I will abide by the Board of Education's decision to accept or reject the application.

William Dovenbarger
Parent or Guardian Signature

9/11/20
Date

I would like to graduate early because it will allow me to be able to enroll in Cosmetology School. I have always loved playing with hair and makeup. Cosmetology school requires students to go 8 hours during the day. This does not allow a person to attend school or have a full-time job. My parents are supportive and would allow me to live at home. I am already working a part-time job that I will hopefully be able to keep, but if not I will be able to quit because I would have my parents support so I could reach my goal of becoming a cosmetologist. My ultimate dream is to someday open my own shop. But, it would all start with me being able to graduate early and getting a head start on my goals by attending cosmetology school full time.

PLATTSMOUTH HIGH SCHOOL

1916 E. Highway 34
PLATTSMOUTH, NE 68048
402-296-3322

Dear Plattsmouth Board of Education,

Casey Dovenbarger wishes to graduate early (December 2020) from high school. I am writing this letter in support of her doing so.

Casey is a senior taking the proper courses for her to graduate on time. She currently has 230 credits while 240 are required for graduation. Provided she passes the classes she is currently taking, she will have enough credits to graduate. Casey is a hard working, enthusiastic student. She always came to class on time, was respectful, and asked questions that were helpful to the entire class.

I am in full support of Casey Dovenbarger being an early graduate from Plattsmouth High School.

Sincerely,



Sarah Siedlik
Math & Computer Science Teacher, Plattsmouth High School
(402) 296 – 3322 Ext. 2200
ssiedlik@pcsd.org

September 8, 2020

To Whom It May Concern;

Please accept this letter as my formal recommendation for Casey Dovenbarger to be considered for early graduation during the 2020-2021 school year.

I have been acquainted with Casey for four years. I believe her to be an excellent candidate for early graduation and am pleased to be writing this letter on her behalf. Casey will greatly benefit from early graduation because it will allow her to work more hours in order to earn money for college tuition. Casey plans to seek certification in cosmetology which, in my opinion, is a choice very well suited to her.

Sincerely,

Corinne Schwenk
PHS educator

Plattsmouth High School



1916 Old Highway 34
Plattsmouth, Nebraska 68048
Phone 402.296.3322

August 28, 2020

Dear Plattsmouth Board of Education,

Casey Dovenbarger wishes to graduate early (December 2020) from high school. I am writing this letter in support of her doing so.

Casey is a senior taking the proper courses for her to graduate on time. She currently has 230 credits; 240 are required for graduation. Casey needs two semesters of English class, one Social Studies class, our Capstone and Personal Finance classes and one Fine Arts class to graduate. She is participating in our Remote Learning program and is completing the classes she needs to graduate at home instead of at the high school. If Casey successfully passes these 6 classes, she will earn enough credits to graduate and we will consider her an Early Graduate. She will then graduate in December 2020.

I am in full support of Casey Dovenbarger being an early graduate from Plattsmouth High School.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Knierim', is written over a horizontal line.

Jim Knierim
Guidance Counselor
(402) 296 – 3322, Ext. 2161
jknierim@pcsd.org



PLATTSMOUTH HIGH SCHOOL

1916 Old Highway 34
PLATTSMOUTH, NE 68048
402-296-3322 Fax: 402-296-3342
Todd Halvorsen, Principal

Early Graduation Application/Request Form

The student requesting approval of early graduation must complete the application below answering all questions thoroughly. The application must be signed by the parent/guardian, and returned to the office prior to **April 1** of the year preceding the intended early graduation. The applicant must also submit three (3) letters of recommendation supporting his/her request for early completion. The letters are to be comprised of one (1) letter from the high school guidance counselor, and two (2) letters from other secondary staff members. **Recommendation Due Date is April 15.**

August 28

1. Total credits expected by the end of the Junior year. 225
2. Courses selected for first semester of Senior year. Capstone, (R. English), Personal Finance, Sociology, Art History
3. If accepted for early graduation, I will will not (circle one) participate in the Spring graduation ceremony.
4. On a separate sheet of paper please answer the following in paragraph form:
 - a. Reasons for early graduation
 - b. Benefits to be derived from early graduation
 - c. Plans or goals of the student

Mrs. Ayala will fill in

All online
Capstone

* *Isabella Fleury-Fitton*
Student Signature

8/29/2020
Date

I hereby give permission (as the undersigned parent/guardian) for *Isabella Fleury-Fitton* to submit his/her application for early graduation at Plattsmouth High School and I will abide by the Board of Education's decision to accept or reject the application.

* *[Signature]*
Parent or Guardian Signature

8/29/2020
Date

To whom it may concern,

The reason you should let me graduate early is if I did I would be able to be a full time student at Metro Community College and be able to get my General Education credits done early allowing me to spend more time on magor major. It would also give me the opportunity to work longer hours at my job, allowing me to save more for my college education. This would also give me more time to spend with my father who surfers suffers from prostate cancer and to make more memories with him before he passes. Graduating early would give me so many opportunities to continue my education and be able to finish early.

Sincerely,

Isabella fleury-fitton



To Whom It May Concern:

Friday August 28, 2020

I have had the honor of knowing Bella Flueury-Fitton for the past three years. I first met her when she was a student in my Physical Science class. I was also privileged to teach her in my General Biology, Earth Science, and Environmental Science classes.

As a student Bella strives to succeed, she thrives in an environment where the classes are small and the students are engaged. Bella did, in fact, struggle to comprehend the material at the beginning of the last school year, but her response to this is what really struck me. Where so many others would have given up, Bella took on this class as a challenge. She asked for extra help in and out of class at different times throughout the day. Due to all her efforts, Bella not only raised her grades, but she also inspired some of her classmates to seek out extra help, as well. Bella has been a very reliable student for me.

Bella demonstrated tremendous effort and growth throughout the years and has brought a great energy to my classroom. She has that combination of a positive attitude and the belief that she can always improve that's rare in a high school student, but so essential to the learning process. She has demonstrated excellence in all that she puts her mind to, whether it's designing an experiment in Science class, collaborating with others, or working on a new art piece. Bella's endless curiosity, combined with her willingness to take risks, leads me to believe there will be no limit to her growth and achievements.

Bella is a pleasure to have in class, and her positive attitude and belief in herself, even in the face of difficulty, is an immensely admirable asset. I am confident that Bella will continue to display the same commitment and diligence in everything she does. I highly recommend Bella for early graduation.

I would be happy to answer any questions you may have about Bella.

Sincerely,
Megan E. Poppen

Meri Sedlak
Art Teacher
Plattsmouth High School
1916 East Hwy 34
Plattsmouth, NE 68048
Wk phone: 402-296-3322
Hm phone: 402-296-6932



August 18, 2020

I have had Isabella Fleury-Fitton in class or on-line remote learning for years now and I would like to recommend early graduation as an option. If allowed, that would provide the time to pursue college sooner.

If you have any questions in this matter please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Meri Sedlak'. The signature is written in a cursive, flowing style.

Meri Sedlak

Plattsmouth High School

1916 Old Highway 34
Plattsmouth, Nebraska 68048
Phone 402.296.3322



August 28, 2020

Dear Plattsmouth Board of Education,

Isabella Fleury-Fitton wishes to graduate early (December 2020) from high school. I am writing this letter in support of her doing so.

Isabella is a senior taking the proper courses for her to graduate on time. She currently has 225 credits; 240 are required for graduation. Isabella only needs one English class, one Social Studies class, Personal Finance, and our Capstone class to graduate. She is participating in our Remote Learning program and is completing the classes she needs to graduate at home instead of at the high school. If Isabella successfully passes these 4 classes, she will earn enough credits to graduate and we will consider her an Early Graduate. She will then graduate in December 2020.

I am in full support of Isabella Fleury-Fitton being an early graduate from Plattsmouth High School.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Knierim', with a long horizontal flourish extending to the right.

Jim Knierim
Guidance Counselor
(402) 296 – 3322, Ext. 2161
jknierim@pcsd.org

PLATTSMOUTH HIGH SCHOOL

1916 Old Highway 34
PLATTSMOUTH, NE 68048

402-296-3322 Fax: 402-296-3342

Todd Halvorsen, Principal

Early Graduation Application/Request Form

The student requesting approval of early graduation must complete the application below answering all questions thoroughly. The application must be signed by the parent/guardian, and returned to the office prior to **April 1** of the year preceding the intended early graduation. The applicant must also submit three (3) letters of recommendation supporting his/her request for early completion. The letters are to be comprised of one (1) letter from the high school guidance counselor, and two (2) letters from other secondary staff members. **Recommendation Due Date is April 15.**

1. Total credits expected by the end of the Junior year. 240

2. Courses selected for first semester of Senior year.

CR. writing I, capstone, Eng. Comp., Photojournal, Publications, work Release

3. If accepted for early graduation, I will (circle one) participate in the Spring graduation ceremony.

4. On a separate sheet of paper please answer the following in paragraph form:

- Reasons for early graduation
- Benefits to be derived from early graduation
- Plans or goals of the student

[Signature]
Student Signature

8/25/2020
Date

I hereby give permission (as the undersigned parent/guardian) for Alicia Smith to submit his/her application for early graduation at Plattsmouth High School and I will abide by the Board of Education's decision to accept or reject the application.

[Signature]
Parent or Guardian Signature

8/25/2020
Date

Dear Plattsmouth Board of Education,

I am Alicia Oswald and I am requesting your permission to graduate early. At this time I have completed all my graduation requirements, except for english. I will have that completed by the end of the semester. I am planning to get my BLS certification soon and work full time as a CNA at Children's Hospital. I am also planning on getting my Medication Aide Certification when I turn 18 in February. Early graduation will enable me to work full time and save money for college. I plan on attending Iowa Western Community College and get my Associates of Health Science. I appreciate your consideration of my request for early graduation.

Sincerely,

Alicia Oswald

PLATTSMOUTH HIGH SCHOOL

1916 E. Highway 34
PLATTSMOUTH, NE 68048
402-296-3322

Dear Plattsmouth Board of Education,

Alicia Oswald wishes to graduate early (December, 2020) from high school. I am writing this letter in support of her doing so.

Alicia is a senior who has taken and is currently taking the proper courses for her to graduate on time. She currently has 240 credits at the end of her junior year while 240 are required for graduation. She currently has a GPA of a 3.5 and after her junior year she is ranked 24 out of 124 students. Alicia is a hardworking, driven student. In my Algebra 2 math class, she worked hard to make sure she understood the material and also helped others who were struggling. Her plan is to work full time at Children's Hospital after she graduates early as well as get her Medication Aid Certification. In the fall of 2021, she wants to attend Iowa Western Community College to get her associates degree in Health Science.

I am in full support of Alicia Oswald being an early graduate from Plattsmouth High School.

Sincerely,



Nicole Springer
Math & Teacher, Plattsmouth High School
(402) 296 – 3322 Ext. 2209
nspringer@pcsd.org

August 26, 2020

Dear Plattsmouth Board of Education,

Alicia Oswald wishes to graduate early (December 2020) from high school. I am writing this letter in support of her doing so.

Alicia is an excellent student. She is currently working as a Certified Nursing Assistant and is anxious to start her nursing career. She plans on working at a hospital to gain hands on experience in the medical field. As her CNA instructor, I support this decision as she was an excellent student and is driven in achieving her goals.

I am in full support of Alicia Oswald being an early graduate from Plattsmouth High School.

Sincerely,

A handwritten signature in cursive script that reads "Amy Anderson, RN". The signature is written in black ink and is positioned above the typed name.

Amy Anderson, RN
High School Nurse
Certified Nursing Assistant Instructor

Plattsmouth High School

1916 Old Highway 34
Plattsmouth, Nebraska 68048
Phone 402.296.3322



August 26, 2020

Dear Plattsmouth Board of Education,

Alicia Oswald wishes to graduate early (December 2020) from high school. I am writing this letter in support of her doing so.

Alicia is a senior taking the proper courses for her to graduate on time. She currently has 240 credits; 240 are required for graduation. Alicia only needs two English classes and our Capstone class to graduate. If Alicia successfully passes these classes, she will earn enough credits to graduate and we will consider her an Early Graduate. She will then graduate in December 2020.

I am in full support of Alicia Oswald being an early graduate from Plattsmouth High School.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Knierim', is written over a horizontal line.

Jim Knierim
Guidance Counselor
(402) 296 – 3322, Ext. 2161
jknierim@pcsd.org



PLATTSMOUTH HIGH SCHOOL

1916 Old Highway 34
PLATTSMOUTH, NE 68048
402-296-3322 Fax: 402-296-3342
Todd Halvorsen, Principal

Early Graduation Application/Request Form

The student requesting approval of early graduation must complete the application below answering all questions thoroughly. The application must be signed by the parent/guardian, and returned to the office prior to **April 1** of the year preceding the intended early graduation. The applicant must also submit three (3) letters of recommendation supporting his/her request for early completion. The letters are to be comprised of one (1) letter from the high school guidance counselor, and two (2) letters from other secondary staff members. **Recommendation Due Date is April 15.**

1. Total credits expected by the end of the Junior year. 215
2. Courses selected for first semester of Senior year.
Senior English S1 and S2, Capstone, consumer math and PE
3. If accepted for early graduation, will not (circle one) participate in the Spring graduation ceremony.
4. On a separate sheet of paper please answer the following in paragraph form:
 - a. Reasons for early graduation
 - b. Benefits to be derived from early graduation
 - c. Plans or goals of the student

Benjamin Wright
Student Signature

8/27/2020
Date

I hereby give permission (as the undersigned parent/guardian) for Benjamin Wright to submit his/her application for early graduation at Plattsmouth High School and I will abide by the Board of Education's decision to accept or reject the application.

Julie Wright
Parent or Guardian Signature

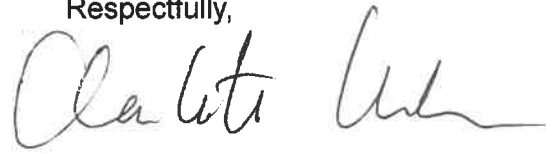
8/27/20
Date

The reason why I plan on graduating early is because the only classes I have remaining that are required for graduation are English and Capstone and a few other electives. I will have a total of 240 credits by December. I do not plan on going to college, so I don't need any more credits. School can be difficult for me because I struggle with some classes, so I feel like it would be better to graduate in December. Benefits of graduating early are that I can get a job and begin working. One of my goals is to get a job at a company and be able to move up. Someday I might want to work for UPS.

To Whom It May Concern,

I am writing to recommend Ben Wright for early graduation. Ben will meet all of the requirements needed to graduate at semester and I feel confident that this is the best choice for Ben at this time. Ben is eager to begin working full time and working toward enrolling in college in the spring. Ben has worked hard the last 3 years and has been very successful and this would be an excellent benefit of that hard work. I believe Ben is an excellent candidate for early graduation.

Respectfully,

A handwritten signature in black ink, appearing to read "Charlotte Urbauer". The signature is written in a cursive style with a long horizontal flourish at the end.

Charlotte Urbauer

Plattsmouth High School

1916 Old Hwy 34
Plattsmouth, NE 68048
402-296-3322

Wednesday, August 26, 2020

Plattsmouth Community School Board
1912 East Old Highway 34
Plattsmouth, NE 68048

Respected Members,

I have been asked by Mr. Benjamin Wright to complete a letter of recommendation for early graduation. I have known Mr. Wright has been a classmate to my daughter and son of friends since moving to Plattsmouth in 2005. More recently, I have had the opportunity to work with him in a student-teacher relationship during my employment with the Plattsmouth Community School District.

Mr. Wright has demonstrated growth in academic initiative and accountability by engaging in classroom activities and curriculum, seeking support when needed, and maintaining strong commitment to attendance expectations in face to face and remote learning instruction. Mr. Wright has a strong and supportive family that recognizes his strengths and opportunities for growth. Conversations with immediate and extended family have been ongoing about options for employment and possible post-secondary education when appropriate.

The unique nature of our current situation due to the pandemic did not prompt the conversation for Ben to consider the initial deadline for early graduation in the spring. Ben is on track to satisfactorily complete the needed credits for early graduation. I would recommend and ask for your consideration to grant this request.

Sincerely,

Mrs. Barbara E. Morehead
Resource Teacher
Plattsmouth High School
1916 East Old Highway 34
Plattsmouth, NE 68048
bmorehead@pcsd.org
402-296-3322

Plattsmouth High School

1916 Old Highway 34
Plattsmouth, Nebraska 68048
Phone 402.296.3322



August 27, 2020

Dear Plattsmouth Board of Education,

Ben Wright wishes to graduate early (December 2020) from high school. I am writing this letter in support of him doing so.

Ben is a senior taking the proper courses for him to graduate on time. He currently has 215 credits; 240 are required for graduation. Ben is participating in our Remote Learning program and is completing the classes he needs to graduate at home instead of at the high school. If Ben successfully passes these 5 classes, he will earn enough credits to graduate and we will consider him an Early Graduate. He will then graduate in December 2020.

I am in full support of Ben Wright being an early graduate from Plattsmouth High School.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jim Knierim', followed by a long horizontal line extending to the right.

Jim Knierim
Guidance Counselor
(402) 296 – 3322, Ext. 2161
jknierim@pcsd.org



ONE SCHOOL, THREE ACADEMIES PLATTSMOUTH HIGH SCHOOL

Every PHS Graduate Will Be...

College Ready

Every student will be able to continue their education in a postsecondary institute

All students will complete the courses in the Personal Learning Plan AND at least one of the following:

- ACT of 20 or higher
- ASVAB of 31 or higher
- Earn at least 3 college credits
- Pass the College Study Skills class

Career Ready

Every student will bring value to their workplace

All students will complete the continuum of experiences AND at least one of the following:

- Earn a national certification
- Complete an internship
- Receive high marks on the Capstone project

Community and World Ready

Every student will bring value to their community through their performance, skill, diligence, ethics and responsible behavior

All students will:

- Work with a business mentor
- Participate in at least one extra- or co-curricular activity
- Have an attendance rate of 95% or higher
- Gain volunteer experience in our community

100+

community
and business
partners

20+

college courses
offered from
four
institutions

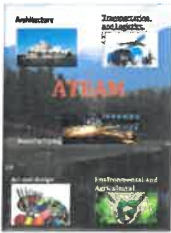
It's a Great Time to be a Blue Devil!

Working in partnership to ensure Academic achievement, responsible Behavior and Civic engagement



ONE SCHOOL, THREE ACADEMIES PLATTSMOUTH HIGH SCHOOL

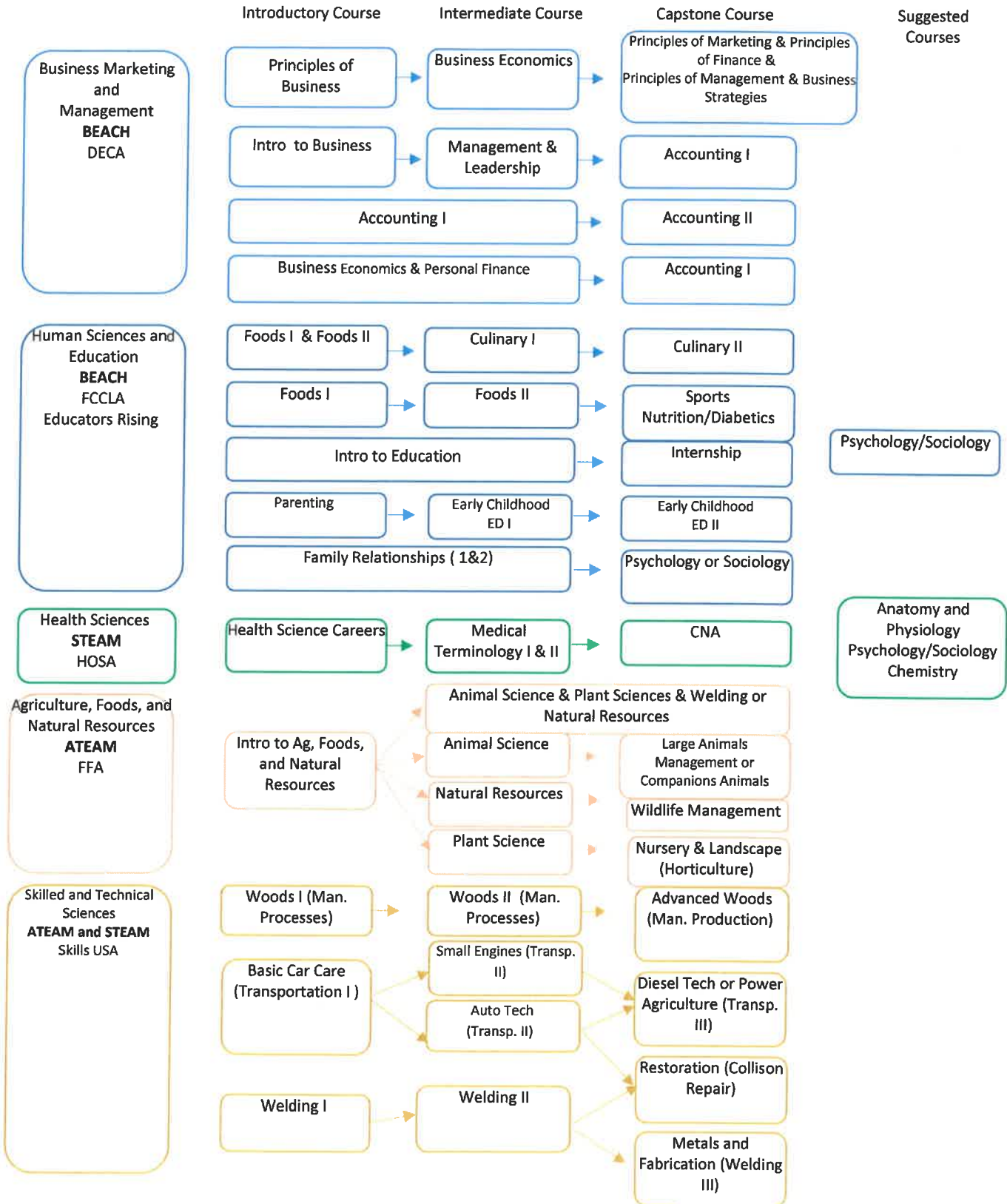
Mission: To work in partnership to develop career ready graduates who apply their personal strengths, talents, experiences and continuing education to bring value to their workplace, community, and career through their performance, skill, diligence, ethics and responsible behavior.

A T E A M	<h2>Dedicated and Prepared</h2>  <p>ATEAM ACADEMY</p> <ul style="list-style-type: none"> ▪ Architecture, Construction ▪ Transportation/logistics ▪ Environment & Agriculture ▪ Art ▪ Manufacturing <p><i>Groups: Skills USA, FFA</i></p>
B E A C H	<h2>Learning through Serving</h2>  <p>BEACH ACADEMY</p> <ul style="list-style-type: none"> ▪ Business, Marketing & Management ▪ Education ▪ A/V Technology ▪ Communications ▪ Human Services & Hospitality <p><i>Groups: FCCLA, ER, DECA, Jazz Band, Show Choir</i></p>
S T E A M	<h2>Creative, Ethical, Scientific</h2>  <p>STEAM ACADEMY</p> <ul style="list-style-type: none"> ▪ Science ▪ Technology ▪ Engineering ▪ Aeronautics ▪ Mathematics <p><i>Groups: HOSA, jROTC, Skills USA</i></p>

CONTINUUM OF EXPERIENCES	
TIME	EXPERIENCES
FRESHMAN	CAREER EXPLORATION BUSINESS TOURS COLLEGE VISIT COLLEGE FAIR CAREER SPEAKERS BUSINESS ADVISORS ACADEMY SELECTION CORE CLASSES
SOPHOMORE	BUSINESS TOURS COLLEGE VISIT COLLEGE FAIR BUSINESS ADVISORS PRE-ACT TEST FIELD TRIPS AND SPEAKERS CORE AND CAREER CLASSES
JUNIOR	COLLEGE VISITS COLLEGE FAIR BUSINESS ADVISORS PORTFOLIO ACT TEST/ASVAB JOB SHADOWING INTERNSHIPS CORE AND CAREER CLASSES
SENIOR	CAPSTONE CLASS COLLEGE APPLICATIONS FIN. AID/SCHOLARSHIPS CERTIFICATIONS BUSINESS ADVISORS PORTFOLIO WORK RELEASE/INTERNSHIPS DUAL CREDIT CORE AND CAREER CLASSES



PHS Pathways





Plattsmouth Community School District Central Office
1912 Old Hwy. 34
Plattsmouth, NE 68048
Dr. Richard E. Hasty, Superintendent
Dr. Cherie Larson, Director of Instructional Services
Mrs. Pam Dobrovolny, Assistant Director of Special Education
Director of Early Childhood/Head Start
Phone: (402) 296-3361 Fax: (402) 296-2667

Working in partnership to ensure Academic achievement, responsible Behavior and Civic engagement.

07CH010755

**Head Start/Early Head Start Continuation Grant Application
For 1/1/2021 to 12/31/2021**

**Plattsmouth Community Schools/Cass County Head Start
Board of Education Approval**

The Plattsmouth Community Schools Board of Education approved the Head Start/Early Head Start continuation grant application for Fiscal Year 2021 at the September 14, 2020 regular meeting.

FY2021 Head Start Program Operations Total Amount	\$ 998,769
FY2021 Head Start Training & Technical Assistance Total Amount	\$ 15,064
FY2021 Non-Federal Share Amount	\$ 253,458
FY2021 Early Head Start Program Operations Total Amount	\$ 156,544
FY2021 Early Head Start Training & Technical Assistance Total Amount	\$ 3,318
FY2021 Non-Federal Share Amount	\$ 39,966
FY2021 Total Funding	\$1,173,695
FY2021 Total Non-Federal Share Amount	\$ 293,424

Representative, PCSD Board of Education

Date

**Plattsmouth Community Schools Head Start & Early Head Start
Strategic Plan 2019 – 2023
Update for Fiscal Year 2021**

Program Goal #1 & Objectives	Measurable Objectives	Outcomes/Progress	Challenges/Next Steps
<p>Goal # 1: The program will enrich systems to support high quality services to children, families, and staff.</p> <p>A. Strengthen internal and external communication to increase responsiveness.</p> <p>B. Improve on-going monitoring to assist with program quality.</p>	<p>A.1. Improve internal communications.</p> <p>A.1.a. Provide information on progress towards long and short term program goals and outcomes.</p> <p>A.1.b. Provide information on early childhood programs within the district to increase awareness.</p>	<p>Information regarding long and short term program goals and objectives as well as progress towards these objectives was shared with staff during the self-assessment in September of 2020.</p> <p>Staff members were provided an opportunity to provide input into program improvement during a culture/ climate survey conducted by the Plattsmouth Community School District in October of 2019. They analyzed and discussed the feedback that was provided to determine strengths, needs for improvement, and annual goals for the various areas of the program. This information was compiled into the self-assessment report which was shared with policy council and the board of education.</p>	<p>Challenges include finding time to meet with staff on a regular basis to review goals/objectives and progress, especially hourly staff. Another challenge is increasing communication with the district staff not involved with early childhood as they have many responsibilities in their own assignments so it is a challenge to find appropriate methods and times to provide information about early childhood programs.</p> <p>Next steps include continuing to identify the best ways to communicate with district staff regarding early childhood programming and continuing to identify the most appropriate methods for strengthening internal communications.</p>
	<p>A.2. Improve external communications.</p> <p>A.2.a. Provide information in a variety of formats (e.g., social media such as Facebook and Twitter, newsletters, etc.).</p>	<p>The Plattsmouth Early Childhood program started a Facebook and Twitter feed and posts are regularly provided. Classrooms also have a Facebook “private” page that can be accessed by parents of children in the classroom. Teachers provide information and pictures on their pages that is specific to their classrooms. A program newsletter is sent out to parents on a monthly basis and information in the newsletter encourages parents to access the Twitter and Facebook posts. Classrooms also send out a classroom newsletter at least every other week to assist with communication.</p> <p>Other communication methods include Let’s Talk, which is a district-wide system that allows stakeholders to provide feedback on a variety of topics either anonymously or with their name attached. The Let’s Talk message is forwarded to the appropriate person who responds to the stakeholder in a timely manner. Stakeholders may also use the See Something,</p>	<p>Challenges include identifying personnel to access social media and post materials in a timely and on-going manner. We also continue to advertise our Facebook and Twitter presence so that parents and other stakeholders so they can “like” our pages in order to receive the updates.</p>

**Plattsmouth Community Schools Head Start & Early Head Start
Strategic Plan 2019 – 2023
Update for Fiscal Year 2021**

<p>Goal # 1: The program will enrich systems to support high quality services to children, families, and staff.</p> <p>A. Strengthen internal and external communication to increase responsiveness.</p> <p>B. Improve on-going monitoring to assist with program quality.</p>	<p>A.2.b. Provide a variety of methods to increase parent/stakeholder feedback on program operations (e.g., Let's Talk, surveys, in-person input, self-assessment participation, etc.).</p>	<p>Say Something communication system to report a safety concern – again either anonymously or with their name attached. Parents also have the opportunity to provide feedback through an annual parent survey – Head Start and Early Head Start – and through input from Policy Council and parent committee.</p>	<p>Next steps include increased use of social media – more posts and links to other Head Start information.</p>
	<p>B.1. Strengthen on-going monitoring plan.</p>	<p>Our leadership team continues to evaluate our on-going monitoring plan.</p>	<p>Challenges include ensuring accurate input of data and finding time for our leadership team to discuss the data in a timely manner.</p> <p>Next steps involve updating the data coordinated approach document to include the plan for on-going monitoring.</p>

Program Goal #2 & Objectives	Measurable Objectives	Outcomes/Progress	Challenges/Next Steps
<p>Goal # 2: The program will maintain funded enrollment.</p> <p>A. Monitor the effectiveness of the recruitment plan.</p> <p>B. Monitor and support attendance.</p>	<p>A.1. Analyze recruitment sources and adapt outreach methods based on analysis.</p>	<p>During the application verification process each family does an intake interview with a Family Support Advocate. During the interview they are asked how they heard about our program. This information is very helpful to know which recruitment efforts are the most successful in reaching high need families.</p> <p>For 2020-2021, the intake interview form has been edited to reflect needs due to COVID-19.</p>	<p>The next step will be to create a spreadsheet to collate this information in order to look for trends to help focus on the best ways to reach families.</p>
	<p>A.2. Identify and implement innovative outreach and recruitment methods to maintain full enrollment and active waiting lists.</p>	<p>We work with several community partners to recruit children. Family Support Advocates attend WIC clinics, free lunch programs and events at the Library just to name a few. Application Nights are held at our center twice a year. We use social media, yard signs, flyers, newsletters, and local news media to get the word out about our program.</p>	<p>The next step will be to adapt our recruiting to the changing demographics of Cass County. A larger Spanish speaking population needs to be considered into our recruitment methods.</p> <p>Challenges: Adaptations to our recruitment efforts need to be made due to the pandemic. Considerations for social distancing and closures of community partners have made recruitment difficult.</p>

**Plattsmouth Community Schools Head Start & Early Head Start
Strategic Plan 2019 – 2023
Update for Fiscal Year 2021**

	A.3. Develop a plan to ensure that all stakeholders are involved with marketing	All PECC staff are involved in getting the word out about Head Start. Classroom staff, admin assistants and family support advocates talk with families about our program. Birth to three staff help transition the children they work with into our Head Start preschool program. Self assessment and family and staff surveys are used to get valuable information about strengths and weaknesses within our program.	The next step is to help all stakeholders learn information about the positive work we do with children and families so they can get the word out about our program. We need to utilize family and staff survey information to make our program better. The new paras in the CDA program plan to interview a family support advocate to learn what they do to recruit and support children.
	B.1. Update attendance policies and procedures.	The updated attendance policies developed during 2018-19 were implemented in 2019-2020 and were used successfully. Staff had more buy-in since they helped develop the new attendance policies and procedures. Attendance contracts were utilized to make plans with parents to assist them in eliminating barriers to regular attendance.	For 2020-2021, regular school attendance may be difficult due to the pandemic. The remote learning option may be utilized by students who are unable to attend school in person.

Program Goal #3 & Objectives	Measureable Objectives	Outcomes/Progress	Challenges/Next Steps
<p>Goal #3: The program will improve parent, family and community engagement.</p> <p>A. Implement systems to promote family engagement.</p>	<p>A.1. Encourage families to participate in school sponsored events that promote the child's development and/or empower the family.</p> <p>A.1.a. Offer a variety of formats in order to meet the needs of families (e.g., face-to-face, handouts, speakers, etc.).</p>	<p>We continue to offer events in a variety of formats including: child/parent interaction events, guest speakers, informational handouts, newsletters, PACT activities (including an option to complete the activity at home), etc. We have found that the events that highlight a child/parent interaction piece get the best response – Field day, Blue Bird Ball, Winter Cabins, and the Fall Fun Event.</p> <p>Father engagement was focused on during 2019-2020 by offering monthly Big Buddy Time. During these events, father figures could do a fun educational activity with their child.</p>	<p>We continue to explore other formats to ensure opportunities for all parents/families. We ask families for feedback throughout the year and utilize a survey at the start of the year to assist us with determining the best times/days to offer events.</p> <p>For 2020-2021, because of the pandemic, virtual events will need to be planned to help families engage in our program.</p>

**Plattsmouth Community Schools Head Start & Early Head Start
Strategic Plan 2019 – 2023
Update for Fiscal Year 2021**

	<p>A.2. Ensure that non-English speaking families have the same communication/resources as all other families.</p>	<p>An I-pad is available for FSA's and teachers to use with interpreters to communicate with non-English speaking families.</p>	<p>As the number of non-English speaking families continues to increase, our challenge is to continue to provide the support our families need.</p> <p>Next steps include continued training for staff on the use of an interpreter/translator as well as continued training for our bi-lingual interpreter/translator on our early childhood program. Guidelines for working with interpreters have been put in place.</p>
	<p>A.3. Implement effective transition planning that will take into account each child and family's individual needs and support parents in their role as their child's primary teacher.</p> <p style="padding-left: 40px;">A.3.a. Implement effective transition planning from birth to three programs to preschool programs.</p> <p style="padding-left: 40px;">A.3.b. Implement effective transition planning from preschool programs to kindergarten</p>	<p>Prior to students beginning preschool, classroom teams met with the Birth - 3 teachers to discuss and plan for students who are transitioning to preschool. Classroom teams also met with sped staff to discuss and plan strategies for incoming students on IEPs. Teachers met with FSAs at the beginning of the year to discuss any family needs and then visited with parents in their home so that they could talk to teachers about their child. For any EL students, we were able to have a translator on hand to interpret. In the Spring, preschool teachers will give feedback to the elementary school on any academic and social/emotional needs of students who are transitioning to kindergarten the following Fall. The elementary uses this information to see if there are any students who would qualify for their summer Jump Start program. Preschool teachers are also available after school starts to answer any questions the kindergarten teachers may have about their new students.</p> <p>At the end of the 2019-2020 school year, because of the pandemic we were forced to close our in-person learning. A virtual kindergarten transition program was offered to all children going into kindergarten.</p>	<p>Meeting with the different programs has been very helpful for transitioning new students. However, transitioning from Birth-3 is a more fluid process than the transition from preschool to kindergarten. I believe this is because the preschool and Birth-3 are in the same building, which allows teachers from both programs to see each other frequently throughout the year. If the kindergarten and preschool classes were in the same building, there would be a different relationship between staff than what currently exists.</p>

**Plattsmouth Community Schools Head Start & Early Head Start
Strategic Plan 2019 – 2023
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Program Goal #4 & Objectives	Measureable Objectives	Outcomes/Progress	Challenges/Next Steps
<p>Goal # 4: The program will strengthen the learning environments (home & school) for children to succeed.</p> <p>A. Implement research-based practices.</p>	<p>A.1. Provide opportunities for in-depth professional development on research-based practices.</p>	<p>This past school year (2019-2020), we have trained staff on the implementation of Positive Behavior Interventions and Supports (PBIS) and created an observational checklist for monitoring fidelity. It is done on all classrooms on regular basis and the information from the checklist will be tracked for any follow-up/training needs. We also brought in external trainers for CLASS and ASD.</p>	<p>Next Steps: We will monitor implementation for fidelity and for training needs/opportunities.</p>
	<p>A.2. Research, select and approve research-based curriculum & instructional resources for preschool program.</p> <p>A.2.a. Provide training on the new tools and policies and procedures.</p> <p>A.2.b. Adapt policies and procedures based on the implementation of new curriculum and instructional resources.</p> <p>A.2.c. Monitor progress, identify barriers, and implement changes to improve reliability and quality.</p> <p>A.2.d. Ensure the curriculum/instructional resources are being implemented with fidelity</p>	<p>Creative Curriculum was adopted in the Spring of 2020. A pacing guide, scope & sequence and program expectations were created for fidelity purposes.</p>	<p>Next Steps: Monitoring tools/checklists will be used in classrooms for monitoring for fidelity and to check for training needs.</p>
	<p>A.3. Implement an effective practice based coaching program.</p>	<p>Reflective supervision with UNL ended at the end of the 2019-2020 school year. At this time, there is no plan to re-implement it. PBC is continuing to be implemented through the designated coach. The PBC coach sometimes meets with classroom staff during their team meeting time in order to include para educators. The instructional coach also supports para educators in developing and implementing their yearly professional development goals.</p>	<p>One challenge is staff time. It is difficult to find time for coaching along with other needs such as planning time, reflective supervision, PLCs, and other teacher needs.</p> <p>Next Steps: The PBC coach is exploring ways to deliver professional development to para educators throughout the school year in order to further their understanding and implementation of EC research-based strategies in classrooms.</p>

**Plattsmouth Community Schools Head Start & Early Head Start
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	<p>A.4. Research, select and approve research-based curriculum & instructional resources for home-based birth to three program.</p> <p>A.4.a. Provide training on the new tools and policies and procedures.</p> <p>A.4.b. Adapt policies and procedures based on the implementation of new curriculum and instructional resources.</p> <p>A.4.c. Monitor progress, identify barriers, and implement changes to improve reliability and quality.</p> <p>A.4.d. Ensure the curriculum/ instructional resources are being implemented with fidelity</p>	<p>During the 2019-2020 school year, our 2 home visitors and Education Coordinator were trained on the preschool component of GGK in order to support students who turn 3 but aren't able to start preschool until the following Fall. The Education Coordinator regularly observes home visits for curriculum fidelity. The 2 home visitors and the Education Coordinator started meeting every other month with the home visitors and supervisor from Sarpy County Head Start for collaboration on how to overcome any GGK barriers the home visitors were encountering. Both agencies worked together to align GGK with the assessment tool, Teaching Strategies Gold to ensure data was being obtained in a timely manner.</p>	<p>Challenge: Due to COVID 19 protocols, home visitors are not able to take the GGK Conversation Guide into homes--which is required for GGK fidelity. GGK was contacted and did not give permission for us to scan the Conversation Guide and turn it into a digital document that could be read using a digital device.</p> <p>Next Steps: Continue to research ways to implement the curriculum with fidelity in the current health crisis.</p>
<p>Goal # 4: The program will strengthen the learning environments (home & school) for children to succeed.</p> <p>B. Implement research-based practices.</p>	<p>A.5. Implement Positive Behavior Interventions & Supports (PBiS)</p> <p>A.5.a. Provide training on PBiS</p> <p>A.5.b. Adapt policies and procedures based on the implementation of PBiS</p> <p>A.5.c. Monitor progress, identify barriers, and implement changes to improve reliability and quality.</p> <p>A.5.d. Ensure that PBiS is being implemented with fidelity</p>	<p>An external PBiS coach held a refresher course for staff during Fall training week. The PBiS Leadership Team created a procedure for staff to follow when students are exhibiting challenging behaviors. The procedure was introduced to all classroom staff Fall 2020.</p> <p>The PBiS checklist was updated with higher expectations since staff had last year to practice and implement PBiS. Members of the PBiS Leadership Team use the checklists in all classrooms monthly to monitor fidelity. Aug/Sept & Jan have twice as many classroom observations done to ensure teaching staff are teaching/reviewing PBiS strategies with students at the beginning of the school year and upon students' return after Winter Break.</p>	<p>Classrooms will continue to learn and implement PBiS strategies. This is a process that takes time to truly become fluent in how to implement throughout the different parts of the day. A challenge to this is staff turnover. Every year we have to train new staff and so we struggle to become proficient in PBiS strategies program-wide.</p>

Approved by Policy Council:

Approved by Board of Education:

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

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

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.

Allegations of sexual harassment or discrimination shall be investigated and, if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee or student for reporting discrimination or harassment.

B. Response to a Formal Complaint:

1. Filing Formal Complaint: An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

TITLE IX COORDINATOR CONTACT INFORMATION
[NAME]
[ADDRESS]
[PHONE NUMBER]
[EMAIL ADDRESS]

The formal complaint must be signed by the complainant or by the Title IX Coordinator. **The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.**

2. Immediate Actions upon Receipt of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties of (A): The complaint procedure as outlined in this regulation; and (B): Notice of the allegations of sexual harassment, including: (i) the identities of the parties involved, if known; and (ii) the conduct allegedly constituting sexual harassment; and (iii) the date and location of the alleged incident.

The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be, an attorney.

3. Investigation of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator 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 Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involves possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will aim to complete its investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The District shall ensure that Title IX Coordinators, investigators, decision-makers, and any persons who facilitate this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The District shall ensure that the individuals involved in the complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. 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?)

(C) *Rights of the Parties*: The respondent is entitled to a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any

related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.

The Investigator shall provide to all witnesses expected to attend a meeting notice of the date, time, location, participants, and purpose of all hearings within two (2) days of the meeting.

Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The District retains the right to place an employee on administrative leave during the pendency of an investigation. The District also retains the right to remove a student from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent shall have the opportunity to challenge the decision for removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the investigator shall send each party and the party's advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator will consider.

Once the investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator shall then submit the written investigation report to the decision-maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker.

4. Decision of Responsibility: The decision-maker shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision-maker shall provide ten (10) days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.

Once the decision-maker has considered the written questions of the parties, if any, the decision-maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant, respondent, or witness. The decision-maker shall provide the written determination to both parties simultaneously. The written determination must include:

- a. Identification of the allegations potentially constituting sexual harassment;
- b. A description of the procedural steps taken from the receipt of the formal complaint

- through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- c. Findings of fact supporting the determination;
 - d. Conclusions regarding the application of each recipient's code of conduct to the facts;
 - e. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
 - f. The recipient's procedures and permissible bases for the complainant and respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA), 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.

5. Supportive Measures and Disciplinary Actions:

Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment to deter sexual harassment.

Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

At the conclusion of the investigation, the decision-maker may institute disciplinary measures to the respondent if the decision-maker determines that the respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and in the case of an employee, disciplinary action up to and including dismissal from employment. This policy does not limit or prohibit the District from instituting disciplinary measures if, in the course of the investigation, it determines that the complainant or respondent violated the student code of conduct.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. Appeals

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

- a. Procedural irregularity that affected the outcome of the matter;
- b. New evidence, that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against the complainant or respondent generally or the individual complainant or respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent of Schools.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent of Schools shall give both parties a reasonable and equal opportunity to submit a written statement in support of, or challenging the outcome.

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

D. Informal Resolution

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

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

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, any transcripts, or audio recordings pertaining to the investigative and appeal proceedings for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: [Insert Date]

For the reasons discussed in the preamble, the Secretary amends part 106 of title 34 of the Code of Federal Regulations as follows:

PART 106—NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

1. The authority citation for part 106 continues to read as follows:

Authority: 20 U.S.C. 1681 *et seq.*, unless otherwise noted.

2. Section 106.3 is amended by revising paragraph (a) to read as follows:

§106.3 Remedial and affirmative action and self-evaluation.

(a) *Remedial action.* If the Assistant Secretary finds that a recipient has discriminated against persons on the basis of sex in an education program or activity under this part, or otherwise violated this part, such recipient must take such remedial action as the Assistant Secretary deems necessary to remedy the violation, consistent with 20 U.S.C. 1682.

* * * * *

3. Section 106.6 is amended by revising the section heading and adding paragraphs (d), (e), (f), (g), and (h) to read as follows:

§ 106.6 Effect of other requirements and preservation of rights.

* * * * *

(d) *Constitutional protections.* Nothing in this part requires a recipient to:

(1) Restrict any rights that would otherwise be protected from government action by the First Amendment of the U.S. Constitution;

(2) Deprive a person of any rights that would otherwise be protected from government action under the Due Process Clauses of the Fifth and Fourteenth Amendments of the U.S. Constitution; or

(3) Restrict any other rights guaranteed against government action by the U.S. Constitution.

(e) *Effect of Section 444 of General Education Provisions Act (GEPA)/Family Educational Rights and Privacy Act (FERPA)*. The obligation to comply with this part is not obviated or alleviated by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99.

(f) *Title VII of the Civil Rights Act of 1964*. Nothing in this part may be read in derogation of any individual's rights under title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.* or any regulations promulgated thereunder.

(g) *Exercise of rights by parents or guardians*. Nothing in this part may be read in derogation of any legal right of a parent or guardian to act on behalf of a "complainant," "respondent," "party," or other individual, subject to paragraph (e) of this section, including but not limited to filing a formal complaint.

(h) *Preemptive effect*. To the extent of a conflict between State or local law and title IX as implemented by §§ 106.30, 106.44, and 106.45, the obligation to comply with §§ 106.30, 106.44, and 106.45 is not obviated or alleviated by any State or local law.

4. Section 106.8 is revised to read as follows:

§ 106.8 Designation of coordinator, dissemination of policy, and adoption of grievance procedures.

(a) *Designation of coordinator*. Each recipient must designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this part, which employee must be referred to as the "Title IX Coordinator." The recipient must notify applicants

for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, of the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator pursuant to this paragraph. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.

(b) *Dissemination of policy*—(1) *Notification of policy*. Each recipient must notify persons entitled to a notification under paragraph (a) of this section that the recipient does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by title IX and this part not to discriminate in such a manner. Such notification must state that the requirement not to discriminate in the education program or activity extends to admission (unless subpart C of this part does not apply) and employment, and that inquiries about the application of title IX and this part to such recipient may be referred to the recipient's Title IX Coordinator, to the Assistant Secretary, or both.

(2) *Publications*. (i) Each recipient must prominently display the contact information required to be listed for the Title IX Coordinator under paragraph (a) of this section and the policy described in paragraph (b)(1) of this section on its website, if any, and in each handbook

or catalog that it makes available to persons entitled to a notification under paragraph (a) of this section.

(ii) A recipient must not use or distribute a publication stating that the recipient treats applicants, students, or employees differently on the basis of sex except as such treatment is permitted by title IX or this part.

(c) *Adoption of grievance procedures.* A recipient must adopt and publish grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited by this part and a grievance process that complies with § 106.45 for formal complaints as defined in § 106.30. A recipient must provide to persons entitled to a notification under paragraph (a) of this section notice of the recipient's grievance procedures and grievance process, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the recipient will respond.

(d) *Application outside the United States.* The requirements of paragraph (c) of this section apply only to sex discrimination occurring against a person in the United States.

5. Section 106.9 is revised to read as follows:

§ 106.9 Severability.

If any provision of this subpart or its application to any person, act, or practice is held invalid, the remainder of the subpart or the application of its provisions to any person, act, or practice shall not be affected thereby.

6. Section 106.12 is amended by revising paragraph (b) to read as follows:

§ 106.12 Educational institutions controlled by religious organizations.

* * * * *

(b) *Assurance of exemption.* An educational institution that seeks assurance of the exemption set forth in paragraph (a) of this section may do so by submitting in writing to the Assistant Secretary a statement by the highest ranking official of the institution, identifying the provisions of this part that conflict with a specific tenet of the religious organization. An institution is not required to seek assurance from the Assistant Secretary in order to assert such an exemption. In the event the Department notifies an institution that it is under investigation for noncompliance with this part and the institution wishes to assert an exemption set forth in paragraph (a) of this section, the institution may at that time raise its exemption by submitting in writing to the Assistant Secretary a statement by the highest ranking official of the institution, identifying the provisions of this part which conflict with a specific tenet of the religious organization, whether or not the institution had previously sought assurance of an exemption from the Assistant Secretary.

* * * * *

7. Add § 106.18 to subpart B to read as follows:

§ 106.18 Severability.

If any provision of this subpart or its application to any person, act, or practice is held invalid, the remainder of the subpart or the application of its provisions to any person, act, or practice shall not be affected thereby.

8. Add § 106.24 to subpart C to read as follows:

§ 106.24 Severability.

If any provision of this subpart or its application to any person, act, or practice is held invalid, the remainder of the subpart or the application of its provisions to any person, act, or practice shall not be affected thereby.

9. Add § 106.30 to subpart D to read as follows:

§ 106.30 Definitions.

(a) As used in this part:

Actual knowledge means notice of sexual harassment or allegations of sexual harassment to a recipient's Title IX Coordinator or any official of the recipient who has authority to institute corrective measures on behalf of the recipient, or to any employee of an elementary and secondary school. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the recipient with actual knowledge is the respondent. The mere ability or obligation to report sexual harassment or to inform a student about how to report sexual harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the recipient. "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in § 106.8(a).

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Consent. The Assistant Secretary will not require recipients to adopt a particular definition of consent with respect to sexual assault, as referenced in this section.

Formal complaint means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the recipient investigate the allegation of sexual harassment. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the recipient with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under § 106.8(a), and by any additional method designated by the recipient. As used in this paragraph, the phrase “document filed by a complainant” means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the recipient) that contains the complainant’s physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this part or under § 106.45, and must comply with the requirements of this part, including § 106.45(b)(1)(iii).

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

(1) An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual’s participation in unwelcome sexual conduct;

(2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient’s education program or activity; or

(3) “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Supportive measures means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient’s educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The recipient must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

(b) As used in §§ 106.44 and 106.45:

Elementary and secondary school means a local educational agency (LEA), as defined in the Elementary and Secondary Education Act of 1965, as amended by the Every Student Succeeds Act, a preschool, or a private elementary or secondary school.

Postsecondary institution means an institution of graduate higher education as defined in § 106.2(l), an institution of undergraduate higher education as defined in § 106.2(m), an institution of professional education as defined in § 106.2(n), or an institution of vocational education as defined in § 106.2(o).

10. Add § 106.44 to subpart D to read as follows:

§ 106.44 Recipient's response to sexual harassment.

(a) *General response to sexual harassment.* A recipient with actual knowledge of sexual harassment in an education program or activity of the recipient against a person in the United States, must respond promptly in a manner that is not deliberately indifferent. A recipient is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this section, §§ 106.30, and 106.45, "education program or activity" includes locations, events, or circumstances over which the recipient exercised substantial control over both the respondent and the context in which the sexual harassment occurs, and also includes any building owned or controlled by a student organization that is officially recognized by a postsecondary institution. A recipient's response must treat complainants and respondents equitably by offering supportive measures as defined in § 106.30 to a complainant, and by following a grievance process that complies with § 106.45 before the imposition of any disciplinary sanctions or other actions that are not supportive measures as defined in § 106.30, against a respondent. The Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures as defined in § 106.30, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint. The Department may not deem a

recipient to have satisfied the recipient's duty to not be deliberately indifferent under this part based on the recipient's restriction of rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment.

(b) *Response to a formal complaint.* (1) In response to a formal complaint, a recipient must follow a grievance process that complies with § 106.45. With or without a formal complaint, a recipient must comply with § 106.44(a).

(2) The Assistant Secretary will not deem a recipient's determination regarding responsibility to be evidence of deliberate indifference by the recipient, or otherwise evidence of discrimination under title IX by the recipient, solely because the Assistant Secretary would have reached a different determination based on an independent weighing of the evidence.

(c) *Emergency removal.* Nothing in this part precludes a recipient from removing a respondent from the recipient's education program or activity on an emergency basis, provided that the recipient undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

(d) *Administrative leave.* Nothing in this subpart precludes a recipient from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with § 106.45. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

11. Add § 106.45 to subpart D to read as follows:

§ 106.45 Grievance process for formal complaints of sexual harassment.

(a) *Discrimination on the basis of sex.* A recipient's treatment of a complainant or a respondent in response to a formal complaint of sexual harassment may constitute discrimination on the basis of sex under title IX.

(b) *Grievance process.* For the purpose of addressing formal complaints of sexual harassment, a recipient's grievance process must comply with the requirements of this section. Any provisions, rules, or practices other than those required by this section that a recipient adopts as part of its grievance process for handling formal complaints of sexual harassment as defined in § 106.30, must apply equally to both parties.

(1) *Basic requirements for grievance process.* A recipient's grievance process must—

(i) Treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following a grievance process that complies with this section before the imposition of any disciplinary sanctions or other actions that are not supportive measures as defined in § 106.30, against a respondent. Remedies must be designed to restore or preserve equal access to the recipient's education program or activity. Such remedies may include the same individualized services described in § 106.30 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent;

(ii) Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a complainant, respondent, or witness;

(iii) Require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A recipient must ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receive training on the definition of sexual harassment in § 106.30, the scope of the recipient's education program or activity, how to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias. A recipient must ensure that decision-makers receive training on any technology to be used at a live hearing and on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in paragraph (b)(6) of this section. A recipient also must ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in paragraph (b)(5)(vii) of this section. Any materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, must not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints of sexual harassment;

(iv) Include a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process;

(v) Include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the recipient offers informal resolution processes, and a process that allows for the

temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities;

(vi) Describe the range of possible disciplinary sanctions and remedies or list the possible disciplinary sanctions and remedies that the recipient may implement following any determination of responsibility;

(vii) State whether the standard of evidence to be used to determine responsibility is the preponderance of the evidence standard or the clear and convincing evidence standard, apply the same standard of evidence for formal complaints against students as for formal complaints against employees, including faculty, and apply the same standard of evidence to all formal complaints of sexual harassment;

(viii) Include the procedures and permissible bases for the complainant and respondent to appeal;

(ix) Describe the range of supportive measures available to complainants and respondents; and

(x) Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

(2) *Notice of allegations*—(i) Upon receipt of a formal complaint, a recipient must provide the following written notice to the parties who are known:

(A) Notice of the recipient's grievance process that complies with this section, including any informal resolution process.

(B) Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in § 106.30, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment under § 106.30, and the date and location of the alleged incident, if known. The written notice must include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice must inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under paragraph (b)(5)(iv) of this section, and may inspect and review evidence under paragraph (b)(5)(vi) of this section. The written notice must inform the parties of any provision in the recipient's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

(ii) If, in the course of an investigation, the recipient decides to investigate allegations about the complainant or respondent that are not included in the notice provided pursuant to paragraph (b)(2)(i)(B) of this section, the recipient must provide notice of the additional allegations to the parties whose identities are known.

(3) *Dismissal of a formal complaint*—(i) The recipient must investigate the allegations in a formal complaint. If the conduct alleged in the formal complaint would not constitute sexual harassment as defined in § 106.30 even if proved, did not occur in the recipient's education program or activity, or did not occur against a person in the United States, then the recipient

must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under title IX or this part; such a dismissal does not preclude action under another provision of the recipient's code of conduct.

(ii) The recipient may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing: a complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled or employed by the recipient; or specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

(iii) Upon a dismissal required or permitted pursuant to paragraph (b)(3)(i) or (b)(3)(ii) of this section, the recipient must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties.

(4) *Consolidation of formal complaints.* A recipient may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this section to the singular "party," "complainant," or "respondent" include the plural, as applicable.

(5) *Investigation of a formal complaint.* When investigating a formal complaint and throughout the grievance process, a recipient must—

(i) Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the recipient and not on the parties provided that the recipient cannot access, consider, disclose, or otherwise use a party's records

that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the recipient obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the recipient must obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

(ii) Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

(iii) Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

(iv) Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the recipient may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

(v) Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

(vi) Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal

complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the recipient must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completion of the investigative report. The recipient must make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination; and

(vii) Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to a hearing (if a hearing is required under this section or otherwise provided) or other time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

(6) *Hearings.* (i) For postsecondary institutions, the recipient's grievance process must provide for a live hearing. At the live hearing, the decision-maker(s) must permit each party's advisor to ask the other party and any witnesses all relevant questions and follow-up questions, including those challenging credibility. Such cross-examination at the live hearing must be conducted directly, orally, and in real time by the party's advisor of choice and never by a party personally, notwithstanding the discretion of the recipient under paragraph (b)(5)(iv) of this section to otherwise restrict the extent to which advisors may participate in the proceedings. At the request of either party, the recipient must provide for the live hearing to occur with the

parties located in separate rooms with technology enabling the decision-maker(s) and parties to simultaneously see and hear the party or the witness answering questions. Only relevant cross-examination and other questions may be asked of a party or witness. Before a complainant, respondent, or witness answers a cross-examination or other question, the decision-maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. If a party does not have an advisor present at the live hearing, the recipient must provide without fee or charge to that party, an advisor of the recipient's choice, who may be, but is not required to be, an attorney, to conduct cross-examination on behalf of that party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. If a party or witness does not submit to cross-examination at the live hearing, the decision-maker(s) must not rely on any statement of that party or witness in reaching a determination regarding responsibility; provided, however, that the decision-maker(s) cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the live hearing or refusal to answer cross-examination or other questions. Live hearings pursuant to this paragraph may be conducted with all parties physically present in the same geographic location or, at the recipient's discretion, any or all parties, witnesses, and other participants may appear at the live hearing virtually, with technology enabling participants simultaneously to see and hear each other. Recipients must create an audio

or audiovisual recording, or transcript, of any live hearing and make it available to the parties for inspection and review.

(ii) For recipients that are elementary and secondary schools, and other recipients that are not postsecondary institutions, the recipient's grievance process may, but need not, provide for a hearing. With or without a hearing, after the recipient has sent the investigative report to the parties pursuant to paragraph (b)(5)(vii) of this section and before reaching a determination regarding responsibility, the decision-maker(s) must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. With or without a hearing, questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

(7) *Determination regarding responsibility.* (i) The decision-maker(s), who cannot be the same person(s) as the Title IX Coordinator or the investigator(s), must issue a written determination regarding responsibility. To reach this determination, the recipient must apply the standard of evidence described in paragraph (b)(1)(vii) of this section.

(ii) The written determination must include—

(A) Identification of the allegations potentially constituting sexual harassment as defined in § 106.30;

(B) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

(C) Findings of fact supporting the determination;

(D) Conclusions regarding the application of the recipient's code of conduct to the facts;

(E) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and

(F) The recipient's procedures and permissible bases for the complainant and respondent to appeal.

(iii) The recipient must provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the recipient provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

(iv) The Title IX Coordinator is responsible for effective implementation of any remedies.

(8) *Appeals.* (i) A recipient must offer both parties an appeal from a determination regarding responsibility, and from a recipient's dismissal of a formal complaint or any allegations therein, on the following bases:

(A) Procedural irregularity that affected the outcome of the matter;

(B) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

(C) The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

(ii) A recipient may offer an appeal equally to both parties on additional bases.

(iii) As to all appeals, the recipient must:

(A) Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

(B) Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

(C) Ensure that the decision-maker(s) for the appeal complies with the standards set forth in paragraph (b)(1)(iii) of this section;

(D) Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

(E) Issue a written decision describing the result of the appeal and the rationale for the result; and

(F) Provide the written decision simultaneously to both parties.

(9) *Informal resolution.* A recipient may not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, a recipient may not require the parties to

participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the recipient may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the recipient –

(i) Provides to the parties a written notice disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

(ii) Obtains the parties' voluntary, written consent to the informal resolution process; and

(iii) Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

(10) *Recordkeeping.* (i) A recipient must maintain for a period of seven years records of –

(A) Each sexual harassment investigation including any determination regarding responsibility and any audio or audiovisual recording or transcript required under paragraph (b)(6)(i) of this section, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;

(B) Any appeal and the result therefrom;

(C) Any informal resolution and the result therefrom; and

(D) All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. A recipient must make these training materials publicly available on its website, or if the recipient does not maintain a website the recipient must make these materials available upon request for inspection by members of the public.

(ii) For each response required under § 106.44, a recipient must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the recipient must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the recipient's education program or activity. If a recipient does not provide a complainant with supportive measures, then the recipient must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

12. Add §_106.46 to subpart D to read as follows:

§ 106.46 Severability.

If any provision of this subpart or its application to any person, act, or practice is held invalid, the remainder of the subpart or the application of its provisions to any person, act, or practice shall not be affected thereby.

13. Add § 106.62 to subpart E to read as follows:

§ 106.62 Severability.

If any provision of this subpart or its application to any person, act, or practice is held invalid, the remainder of the subpart or the application of its provisions to any person, act, or practice shall not be affected thereby.

14. Subpart F is revised to read as follows:

Subpart F—Retaliation

Sec.

106.71 Retaliation

106.72 Severability

Subpart F—Retaliation

§ 106.71 Retaliation.

(a) *Retaliation prohibited.* No recipient or other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by title IX or this part, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this part. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by title IX or this part, constitutes retaliation. The recipient must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or

filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to the grievance procedures for sex discrimination required to be adopted under § 106.8(c).

(b) *Specific circumstances.* (1) The exercise of rights protected under the First Amendment does not constitute retaliation prohibited under paragraph (a) of this section.

(2) Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under paragraph (a) of this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

§ 106.72 Severability.

If any provision of this subpart or its application to any person, act, or practice is held invalid, the remainder of the subpart or the application of its provisions to any person, act, or practice shall not be affected thereby.

15. Add subpart G to read as follows:

Subpart G – Procedures

Sec.

106.81 Procedures

106.82 Severability

Subpart G – Procedures

§ 106.81 Procedures.

The procedural provisions applicable to title VI of the Civil Rights Act of 1964 are hereby adopted and incorporated herein by reference. These procedures may be found at 34 CFR 100.6-100.11 and 34 CFR part 101. The definitions in § 106.30 do not apply to 34 CFR 100.6-100.11 and 34 CFR part 101.

§ 106.82 Severability.

If any provision of this subpart or its application to any person, act, or practice is held invalid, the remainder of the subpart or the application of its provisions to any person, act, or practice shall not be affected thereby.

Subject Index to Title IX Preamble and Regulation [Removed]

16. Remove the Subject Index to Title IX Preamble and Regulation.

17. In addition to the amendments set forth above, in 34 CFR part 106, remove the parenthetical authority citation at the ends of §§ 106.1, 106.2, 106.3, 106.4, 106.5, 106.6, 106.7, , 106.11, 106.12, 106.13, 106.14, 106.15, 106.16, 106.17, 106.21, 106.22, 106.23, 106.31, 106.32, 106.33, 106.34, 106.35, 106.36, 106.37, 106.38, 106.39, 106.40, 106.41, 106.42, 106.43, 106.51, 106.52, 106.53, 106.54, 106.55, 106.56, 106.57, 106.58, 106.59, 106.60, and 106.61.

New ConstructionFacilities - Performance, Labor and Material Payment Bonds

Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed project that has a total cost of ~~\$10,000~~ **\$40,000** or less, unless the School Board includes a bond requirement in the specifications for the project.

The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

Legal Reference: Neb. Rev. Stat. 52-118

Date of Adoption: August 13, 2007

Reviewed: Oct. 13, 2008, Oct. 12, 2009, Oct. 11, 2010, Oct. 10, 2011, Oct. 8, 2012,

Nov. 11, 2013, Nov. 10, 2014, Oct. 12, 2015, Oct. 10, 2016, Oct. 9, 2017, Oct. 8, 2018, Oct. 14, 2019

Revised: Oct. 12, 2020

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

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

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

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

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

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

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

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

environment.

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

Sexual harassment may exist when:

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

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

2. **Procedures:**

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

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

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

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

Date of Adoption: [Insert Date]

Business OperationsRecords Management and Disposition

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

receiving such communications may delete them immediately without obtaining approval.

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

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

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

4. Electronic Records

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

5. Litigation Holds

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

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

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

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

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

6. Settlement Agreements

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

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

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

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

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

Date of Adoption: [Insert Date]

Personnel - All Employees

Equal Opportunity Employment

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

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

Date of Adoption: [Insert Date]

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

The [Name] 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.

The [Name] Public Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. 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: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

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.

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

The [Name] 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, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently

serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

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

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

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

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

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

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or

- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination. 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.

i. Level 1 (Investigation and Findings):

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

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

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

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.

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

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

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

ii. Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent’s

determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):

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

4. Confidentiality:

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

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

5. Training:

The District will ensure that relevant District employees 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.

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

7. Preventive Measures:

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

The District 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: [Insert Date]

Notice of Nondiscrimination

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

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

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.

**Complaint Form
Discrimination, Harassment or Retaliation**

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

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

The applicable coordinator may be contacted if you have questions about filling out this complaint form:
Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).
Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

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

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

_____.

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

_____.

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

Received by: _____ Signature: _____
Date: _____

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

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

Certificated Personnel-Professional Performance and Code of Ethics

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

Preamble

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

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

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

Principle I - Commitment as a Professional Educator:

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

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

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

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

Principle II - Commitment to the Student:

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

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

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.

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

Principle III - Commitment to the Public:

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

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

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

Principle IV - Commitment to the Profession:

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator

shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

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

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

Principle V - Commitment to Professional Employment Practices:

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

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

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

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

Date of Adoption: [Insert Date]

PersonnelStandards of Performance for Non-Certified Employees

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

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

Date of Adoption: [Insert Date]

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 (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child 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:

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

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

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

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

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

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

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

Admission to First Grade:

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

Graduates:

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

Age 21:

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

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

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

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

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

Enrollment of Expelled Students

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

Military Families

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

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

Date of Adoption: [Insert Date]

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

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

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

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

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

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

4. Confidentiality:

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

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

5. Training:

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

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

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

7. Preventive Measures:

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

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

Date of Adoption: [Insert Date]

**Complaint Form
Discrimination, Harassment or Retaliation**

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

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

The applicable coordinator may be contacted if you have questions about filling out this complaint form:
Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).
Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

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

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

_____.

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

_____.

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

Received by: _____ Signature: _____
Date: _____

InstructionEqual Opportunity: Instruction Program

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

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

Date of Adoption: [Insert Date]

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

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

2. **Terms Defined:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. The Notice of the Request for Proposals.

B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.

C. These Policies adopted by the School District;

D. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget and other budget parameters.

E. The Project Performance Criteria.

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

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

Proposals;

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

- (3) A description of the limitations, if any, on expenses to be reimbursed;

- (4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;

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

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

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

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

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

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

G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.

H. Proposal procedures, including:

- (1) Questions and clarification or interpretations of the Proposal documents;

- (2) Method of handling addenda to Proposal documents;

- (3) Procedure for modification or withdrawal of Proposals;

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

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

J. The proposed Agreement between the School District and the Design-Builder, including General Conditions of the Contract for Construction. Such Agreement may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Design-Builder;

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

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

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

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

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or

recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

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

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

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

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Design-Builder.

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

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

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

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

7. ***Procedures for Preparing and Submitting Proposals:*** Only Design-Builders prequalified under this policy may submit Proposals. The School District only will accept, consider and evaluate Proposals submitted by prequalified Design-Builders and will not accept, consider or evaluate any Proposals submitted by firms not prequalified. Proposals submitted by interested Design-Builder firms must include all of the elements required by the Request for Proposals.

Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

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

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2908 and 13-2911:*** The School District shall evaluate and rank each Proposal on the basis of best meeting the criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. Sec. 13-2911 and this section.

A. Referral to Selection Committee: In evaluating Proposals in accordance with Neb. Rev. Stat. Sec. 13-2908, the School District shall refer the proposals for recommendation to a selection committee.

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

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) The Performance-Criteria Developer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and

(5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. Members No Pecuniary Interest: A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a Design-Builder who has a Proposal being evaluated and shall not be employed by the School District or the Performance-Criteria Developer.

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

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

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

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

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

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

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

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

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

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

9. ***Procedures for Design-Builder Contract Negotiations:***

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

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

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

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

E. Filing of Design-Build Contract: The School District shall file a copy of all Design-Build Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Design-Builder shall file a copy of all contract modifications and change orders with the department.

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

G. Modification of Design-Build Contract: A Design-Build Contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the Design-Builder to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the Request for Proposals.

10. ***Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Design-Build Contract:***

A. Protest Relation to Solicitation:

(1) A Design-Builder seeking to protest the policies adopted by the Board of Education pursuant to the Act, and the form or content of the Request for Letters of Interest or the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Letters of Interest or the Request for Proposals, or any prequalification or pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Letters of Interest or Request for Proposals, as the case may be.

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

(3) A Design-Builder candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Design-Builder candidates must file such protest within seven (7) calendar days from the date the selection committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

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

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

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

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

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

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

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

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

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

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

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

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

Date of Adoption: [Insert Date]

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

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

2. ***Terms Defined:***

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

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

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

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

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

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

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

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

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

(3) Procedure for modification or withdrawal of Proposals;

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

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

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

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

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

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

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

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

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

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

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

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

N. Other information, which may include the following:

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

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

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

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

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

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

6. ***Procedures and Standards to be Used to Pre-qualify Construction Manager Candidates:*** The procedures and standards to be used to pre-qualify Construction Managers will be to evaluate prospective Construction Managers based upon the information submitted to the School District in response to the Request for Proposals, and an evaluation of such information by the selection committee based upon the criteria for evaluation of Proposals and the relative weight to be given each criterion.

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

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

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

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

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

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) A representative of the School District's architect or engineer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and

(5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. **Members No Pecuniary Interest:** A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a Construction Manager who has a Proposal being evaluated and shall not be employed by the School District.

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

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

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

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Construction Manager for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

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

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

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

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

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

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

A. Negotiations with Highest Ranked Construction Manager: The School District shall attempt to negotiate a Construction Management at Risk Contract with the highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after

negotiations. The negotiations shall include a final determination of the manner by which the Construction Manager selects a subcontractor.

B. **Negotiations with Second Highest Ranked Construction Manager:** If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the highest ranked Construction Manager, the School District may terminate negotiations with that Construction Manager. The School District may then undertake negotiations with the second highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the second highest ranked Construction Manager, the School District may undertake negotiations with the third highest ranked Construction Manager, if any, and may enter into a Construction Management at Risk Contract after negotiations.

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

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

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

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

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

A. **Protest Relation to Solicitation:**

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

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

(3) A Construction Manager candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Construction Manager candidates must file such protest within seven (7) calendar days from the date the selection committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

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

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

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

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

Date of Adoption: [Insert Date]

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

Plattsmouth Community Schools (13-0001) in Cass County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 13 day of September, 2021 at 6:30 o'clock, P.M., at 1912 Old Highway 34, Plattsmouth NE 68048 for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours. For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov>

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve	Total Available Resources Before Property Taxes	Total Personal and Real Property, Tax Requirement
	2019-2020 (1)	2020-2021 (2)	2021-2022 (3)			
General	\$ 20,418,513.00	\$ 20,533,817.00	\$ 21,736,810.00	\$ 1,500,000.00	\$ 13,972,344.00	\$ 9,358,046.00
Depreciation	\$ 50,584.00	\$ 218,633.00	\$ 1,112,082.00		\$ 1,112,082.00	
Employee Benefit	\$ 52,091.00	\$ 45,949.00	\$ 74,094.00	\$ -	\$ 74,094.00	
Contingency	\$ -	\$ -	\$ -		\$ -	
Activities	\$ 312,996.00	\$ 266,781.00	\$ 429,098.00	\$ -	\$ 429,098.00	
School Nutrition	\$ 760,469.00	\$ 673,040.00	\$ 892,005.00	\$ -	\$ 892,005.00	
Bond	\$ 1,524,829.00	\$ 701,510.00	\$ 948,292.00	\$ 450,000.00	\$ 325,236.00	\$ 1,083,895.00
Special Building	\$ 4,904,843.00	\$ 8,223,284.00	\$ 1,961,770.00		\$ 1,961,770.00	\$ -
Qualified Capital Purpose Undertaking	\$ 320,055.00	\$ 316,878.00	\$ 692,618.00	\$ 100,000.00	\$ 416,299.00	\$ 380,120.00
Cooperative	\$ 1,114,965.00	\$ -	\$ -	\$ -	\$ -	
Student Fee	\$ 27,872.00	\$ 60,355.00	\$ 103,542.00	\$ -	\$ 103,542.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 29,487,217.00	\$ 31,040,247.00	\$ 27,950,311.00	\$ 2,050,000.00	\$ 19,286,470.00	\$ 10,822,061.00

**TAX REQUEST RESOLUTION FOR CASS
COUNTY SCHOOL DISTRICT #1**

WHEREAS, public notice was given at least five days in advance of the Special Hearing called for the purpose of discussing and approving or modifying the District’s Tax Requests for the 2020-2021 school fiscal year for the General Fund, Bond Fund(s), Special Building Fund, and Qualified Capital Purpose Undertaking Fund of Cass County School District #1; and

WHEREAS, such Special Public Hearing was held before the Board of Education (hereinafter “this Board”) of Cass County School District #1 (hereinafter “the District”) at the time, date, and place announced in the notice published in a newspaper of general circulation, a copy of which notice and proof of publication of which is attached hereto as Exhibit A, all as required by law; and,

WHEREAS, the Board provided an opportunity to receive comment, information and evidence from persons in attendance at such Special Hearing; and,

WHEREAS, the Board, after having reviewed the District’s Tax Requests for each said fund, and after public consideration of the matter, has determined that the Final Tax Requests as listed below are necessary in order to carry out the functions of the District, as determined by the Board for the 2020-2021 school fiscal year.

NOW BE IT THEREFORE RESOLVED that (1) the Tax Request for the General Fund should be, and herby is set at \$8,647,573.00; (2) the Tax Request for the Bond Fund(s) should be, and herby is set at \$1,136,518.00; and (3) the Tax Request for the Qualified Capital Purpose Undertaking Fund should be, and hereby is set at \$387,962.00.

It is so moved by _____ and seconded by _____ this 14th day of September, 2020.

Roll Call vote as follows:

Steve Barr	Yes	No	Absent
Karen Parsons	Yes	No	Absent
Ken Winters	Yes	No	Absent
Tony Foster	Yes	No	Absent
Max Muller	Yes	No	Absent
Shane Jensen	Yes	No	Absent
Matt Glup	Yes	No	Absent
Bob Fuller	Yes	No	Absent
Cory Wehrbein	Yes	No	Absent

The undersigned herewith certifies, as Secretary of the Board of Education of Cass County School District #1, that the above Resolution was duly adopted by a majority of said Board at a duly constituted public meeting of said Board.

_____, Secretary

Notice of Special Hearing To Set Final Tax Request

Plattsmouth Community Schools (13-0001) in Cass County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 14 day of September 2020 at 7:00 o'clock P.M., at 1912 Old Highway 34, Plattsmouth NE for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2019-2020	2020-2021	Change
Property Valuations	794,395,826	826,012,830	4%

2019/20 Budget Information

2020/21 Budget Information

Fund	2019-2020 Operating Budget	2019-2020 Property Tax Request	2019 Tax Rate	Property Tax Rate (2019-2020 Request Divided By 2020 Valuation)	2020-2021 Operating Budget	2020-2021 Proposed Property Tax Request	Proposed 2020 Tax Rate	Change in Tax Rate	Change in Operating Budget
General Fund	19,360,688.00	8,321,541.00	1.047531	1.007400	20,629,169.00	8,647,573.00	1.046905	0%	7%
Bond Fund(s) K - 12	818,960.00	977,610.00	0.123063	0.118350	1,246,918.00	1,138,518.00	0.137590	12%	52%
Bond Fund(s) K - 8			0.000000	0.000000					
Bond Fund(s) 9 - 12			0.000000	0.000000					
Bond Fund			0.000000	0.000000					
Special Building Fund	9,237,468.00		0.000000	0.000000	10,354,457.00	-	0.000000		
Qualified Capital Purpose Undertaking Fund K - 12	570,655.00	366,221.00	0.046101	0.044335	691,478.00	387,962.00	0.046968	2%	21%
Qualified Capital Purpose Undertaking Fund K - 8			0.000000	0.000000			0.000000		
Qualified Capital Purpose Undertaking Fund 9 - 12			0.000000	0.000000			0.000000		
Total	29,987,771.00	9,665,372.00	1.216695	1.170085	32,922,022.00	10,172,053.00	1.231463	1%	10%

RESOLUTION

WHEREAS, the Board of Education of Cass County School District No. 13-0001 a/k/a Plattsmouth Community Schools is obligated to pay ongoing expenses and increasing expenditures to operate the school district; and

WHEREAS, the Board has determined that it needs to collect more property taxes than it collected in the prior year; and

WHEREAS, on Sept. 14, 2020, the Board published notice in a newspaper of general circulation; and

WHEREAS, said notice was published at least five days prior to the Board's special hearing; and

WHEREAS, said notice included the required items as specific in Neb. Rev. Stat. § 77-1601.02;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Cass County School District No. 13-01 a/k/a Plattsmouth Community Schools that the Board has considered and approved the property tax request for the following year, as follows:

1. The amount of the property tax request is \$10,172,053.00.
2. The total assessed value of property differs from last year's total assessed value by 3.98 percent;
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$1.170085 per \$100 of assessed value;
4. Plattsmouth Community Schools proposes to adopt a property tax request that will cause its tax rate to be \$1.23145 per \$100 of assessed value;
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of Plattsmouth Community Schools will exceed last year's by approximately 10 percent (includes new bond money).

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

_____.

The following members voted against the same: _____.

The following members were absent or not voting: _____.

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

DATED this 14th day of September, 2020.

CASS COUNTY SCHOOL DISTRICT NO. 13-01 A/K/A PLATTSMOUTH COMMUNITY SCHOOLS

BY:

President or Other Board Member

ATTEST:

Secretary or Other Board Member

CERTIFICATE OF POSTING

The undersigned hereby certifies that a copy of the Notice of Meeting of the Board of Education of Cass County School District 0001 (Plattsmouth Community Schools) in the State of Nebraska (the "District"), held at 7:00 p.m. on Monday, September 14, 2020, in the Plattsmouth Schools Administration Center, 1912 Old Highway 34, Plattsmouth, Nebraska, such notice being in the form attached hereto, was caused to be posted in the public places in the District listed below on the _____ day of _____, 2020.

DATED September 14, 2020.

Title _____

NOTE: Attach a copy of the Notice of Meeting, as posted, if such Notice is posted.

**ACKNOWLEDGMENT OF RECEIPT OF
ADVANCE NOTICE OF MEETING**

The undersigned Members of the Board of Education of Cass County School District 0001 (Plattsmouth Community Schools) in the State of Nebraska acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 7:00 p.m. on Monday, September 14, 2020, in the Plattsmouth Schools Administration Center, 1912 Old Highway 34, Plattsmouth, Nebraska.

DATED September 14, 2020.

September 14, 2020
Plattsmouth, Nebraska

A meeting of the Board of Education (the “Board”) of Cass County School District 0001 (Plattsmouth Community Schools) in the State of Nebraska (the “District”) was held at 7:00 p.m. on Monday, September 14, 2020, in the Plattsmouth Schools Administration Center, 1912 Old Highway 34, Plattsmouth, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the “Open Meetings Act”), and set forth (a) the time, date and place of this meeting, (b) that this meeting would be open to the attendance of the public, and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the Superintendent of Schools (the “Superintendent”). A copy of said advance publicized notice was ordered annexed to the minutes of this meeting as Attachment 1. Each Board Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing, and a copy of their collective acknowledgment of receipt of such notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date and place of the meeting.

The President of the Board, _____, presided, and the Secretary of the Board, _____, recorded the proceedings. On roll call the following Board Members were present: _____

_____.

The following Board Members were absent: _____.

A quorum being present and the meeting duly commenced, the following proceedings were had and done.

The President of the Board publicly stated to all in attendance that a current and complete copy of the Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

* * * * *

(Other Business)

* * * * *

Board Member _____ introduced the following resolution and moved for its adoption, the full text of which is attached hereto as Attachment 3:

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY CASS COUNTY SCHOOL DISTRICT 0001 (PLATTSMOUTH COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA OF ITS GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2020, IN ONE OR MORE SERIES AND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FIVE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$5,575,000); CANVASSING THE RETURNS OF THE SPECIAL ELECTION HELD IN CONNECTION WITH SUCH BONDS; AUTHORIZING CERTAIN OFFICERS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; AUTHORIZING THE DESIGNATION OF CERTAIN BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING THE TAKING OF CERTAIN ACTIONS AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

The foregoing Resolution having been read, Board Member _____ seconded the motion for its passage and adoption, and after discussion, the roll was called and the following Board Members voted in favor of the passage and adoption of said Resolution:

The following Board Members voted against the same: _____.

The following Board Members were absent or did not vote: _____.

Said Resolution having been voted upon favorably by a majority of the Members of the Board, the same was by the President declared passed and adopted.

* * * * *

(Other Business)

* * * * *

Motion to adjourn.

DATED September 14, 2020.

President, Board of Education

Attest:

Secretary, Board of Education

ATTACHMENT 1

AFFIDAVIT OF PUBLICATION OR
CERTIFICATE OF POSTING OF NOTICE OF MEETING

ATTACHMENT 2

ACKNOWLEDGMENT OF RECEIPT OF ADVANCE NOTICE OF MEETING

ATTACHMENT 3
BOND RESOLUTION

See Tab #9

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY CASS COUNTY SCHOOL DISTRICT 0001 (PLATTSMOUTH COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA OF ITS GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2020, IN ONE OR MORE SERIES AND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FIVE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$5,575,000); CANVASSING THE RETURNS OF THE SPECIAL ELECTION HELD IN CONNECTION WITH SUCH BONDS; AUTHORIZING CERTAIN OFFICERS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; AUTHORIZING THE DESIGNATION OF CERTAIN BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AUTHORIZING THE TAKING OF CERTAIN ACTIONS AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF CASS COUNTY SCHOOL DISTRICT 0001 (PLATTSMOUTH COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA AS FOLLOWS:

Section 1. The Board of Education (the “**Board**”) of Cass County School District 0001 (Plattsmouth Community Schools) in the State of Nebraska (the “**District**”), hereby makes the following findings and determinations:

(a) This District is duly organized as a Class III School District under Sections 79-102 and 79-407, Reissue Revised Statutes of Nebraska, as amended; the District maintains both elementary and high school grades under the direction of a single board of education; and the District embraces territory having a population of more than 1,000 and not more than 150,000 inhabitants.

(b) Pursuant to a resolution passed by this Board on March 11, 2019 (the “**Election Resolution**”), there was submitted to the qualified electors of the District at a special election held within the District on May 14, 2019 (the “**Election**”) the question of issuing bonds of the District in one or more series in the total principal amount not to exceed \$15,055,000 for the purpose of financing the costs of (i) constructing additions to and renovations of the District’s existing High School facilities, including a Vocational Technology Center addition, a storage addition to the fitness center, auditorium upgrades, classroom renovations, and exterior building repairs and improvements, (ii) replacing the competition track and the gymnasium floor at the District’s existing Middle School, (iii) constructing classroom additions to the District’s existing Elementary School, (iv)

renovating, upgrading and improving the District's existing High School, Middle School, Elementary School and Early Childhood facilities, including but not limited to, safety and security upgrades and modifications, roof repairs and replacements, restrooms, heating, ventilation, air conditioning and other infrastructure improvements, and computer lab upgrades, (v) constructing, acquiring and installing related parking and other site improvements for such facilities and additions, and (vi) acquiring and installing necessary furniture and apparatus for such facilities and additions (the "**Project**"), and levying and collecting annually a special levy of taxes against all the taxable property in the District sufficient in rate and amount to pay the principal of, premium, if any, and interest on said bonds.

(c) A proposition for the issuance of bonds for such purposes had not been submitted to the electors of the District within the 6 months preceding the Election.

(d) Notice of the Election and the submission of such question was duly given to the qualified electors of the District by publication in *The Plattsmouth Journal*, a legal newspaper of general circulation within the District, said notice being published on April 18, April 25, May 2 and May 9, 2019, with the first publication being at least 20 days prior to the Election. The sample ballot regarding such questions was published in *The Plattsmouth Journal*, on May 9, 2019.

(e) The Election was held as designated in the Election Resolution and the notice, and at said Election there was submitted to the qualified electors of the District the question of issuing said bonds and levying taxes to pay the same as set out in the Election Resolution.

(f) The ballots cast at the Election were counted by the Election Commissioner of Cass County, Nebraska and disinterested persons appointed by said Election Commissioner. The returns of the Election and certificate of the counting board showing the results of the Election have been delivered to this Board for purpose of making a canvas thereof.

(g) The Election returns, as certified by the Election Commissioner, provide that at the Election 1,350 ballots were cast in favor of said bonds and tax, 914 ballots were cast against said bonds and tax, and 0 ballots cast were rejected and not counted.

(h) The Board has canvassed the returns of the Election and does hereby determine that a majority of all qualified electors voting on the question of said bonds and tax have voted in favor of issuing said bonds and levying the tax to pay the same.

(i) On August 21, 2019, the District issued \$9,480,000 in aggregate principal amount of its General Obligation School Building Bonds, Series 2019 (the "**Series 2019 Bonds**"), pursuant to this voter authorization, leaving an unused voter authorization of \$5,575,000.

(j) All conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation school building bonds of the District as

authorized by the qualified voters at the Election in the aggregate principal amount of not to exceed \$5,575,000 do exist and have been done in due form and time as required by law.

(k) It is necessary that the District adopt (i) policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the bonds described herein and (ii) policies and procedures to satisfy the issuance and post-issuance disclosure requirements of Rule 15c2-12 (as described herein).

Section 2. (a) The Board hereby authorizes the issuance and delivery or one or more series of negotiable general obligation school building bonds of the District in the aggregate principal amount not to exceed FIVE MILLION FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$5,575,000), designated as “General Obligation School Building Bonds, Series 2020” (the “**Bonds**”) or such other designation as shall be made by the President of the Board, the Vice President of the Board and the Superintendent of Schools (each, including any person authorized to act on their behalf, an “**Authorized Officer**”), or by each individually. The Bonds shall be issued only as fully registered bonds, without coupons, on the books of the Registrar and Paying Agent designated herein (the “**Registrar**”) in denominations of \$5,000 or whole multiples thereof not exceeding the principal amount due on a given date of maturity, and shall be numbered consecutively from one upward in order of issuance. Unless otherwise determined by an Authorized Officer, the Bonds shall mature and shall bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months.

In accordance with the provisions of subsection (b) below, the Authorized Officers, or any individually, are hereby authorized to (i) sell the Bonds through a negotiated sale with the Underwriter identified herein, (ii) place the Bonds with a Private Purchaser through the assistance of the Placement Agent identified herein or (iii) issue the Bonds directly to a Lender identified by the Placement Agent to secure a loan entered into between the District and such Lender.

(b) The Authorized Officers, or each individually, are authorized and directed, in the exercise of his or her independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint with respect to each series of the Bonds herein authorized, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution: (i) the dated date and the delivery date, (ii) the aggregate principal amount to be issued, not exceeding the aggregate principal amount set forth in this Section 2, (iii) the dates and years in which a principal maturity shall occur and the principal amount to mature or to be paid in such year, (iv) the date of final maturity, which shall not be later than 20 years from the date of issuance, (v) the date or dates upon which the Bonds shall be sold, which shall not be later than one year from the date of this Resolution, (vi) the rate or rates of interest to be carried by each maturity, such that the true interest cost of the Bonds shall not exceed 5.00%, (vii) the method by which such rates of interest shall be calculated, (viii) the dates on which interest shall be paid, (ix) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any; provided that the Bonds shall be subject to redemption not later than the fifth anniversary of their date of original

issuance and delivery, (x) the form, content, terms and provisions of any bond purchase agreement entered into by the District with an Underwriter or any loan agreement between the District and the Lender, all as set forth in Section 6 hereof, (xi) the identity of the Underwriter, the Placement Agent or the Lender of the Bonds, as applicable (the “**Purchaser**”), in accordance with Section 6 hereof, (xii) the fee of the Underwriter or the Placement Agent, which shall not be more than 1.00% of the aggregate principal amount of the Bonds, (xiii) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount of the Bonds (inclusive of the purchaser’s discount and any original issue discount), (xiv) the form and contents of any preliminary and final official statement or other offering materials of the District utilized in connection with any offering or sale of each series to the public or of any term sheet or request for lenders in connection with any loan, (xv) the identity of the Registrar, (xvi) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the District in connection with the authorization, issuance, sale and delivery of the Bonds and (xvii) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Resolution.

(c) (i) Unless otherwise determined by an Authorized Officer, the Bonds maturing after the date five years from their date of original issue shall be subject to redemption at the option of the District on the date five years from their date of original issue and any date thereafter, as a whole, or in part in such principal amounts and from such maturity or maturities as the District, in its sole and absolute discretion, shall determine, at a redemption price equal to the principal amount so redeemed, together with the interest accrued thereon to the date fixed for redemption, with or without a premium as may be determined by such Authorized Officer. If less than all of the Bonds of any maturity are to be called for redemption pursuant to this Resolution, the Registrar shall select the particular bonds of such maturity to be redeemed by lot.

(ii) The Authorized Officers, or each individually, may designate in a certificate certain Bonds as “**Term Bonds**”, portions of which are to be redeemed on such dates of the years (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”) set forth in such certificate. The Registrar shall select and call for redemption, in accordance with this subsection (c), from the Term Bonds the amounts specified by the Authorized Officer in the certificate, and the Term Bonds selected by the Registrar shall become due and payable on such date. If Term Bonds are redeemed at the option of the District pursuant to Section 2(c)(i), the Term Bonds so optionally redeemed may, at the option of the District, be applied as a credit against any subsequent Mandatory Sinking Fund Payment with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to Section 2(c)(i), provided that the District shall have delivered to the Registrar not less than 45 days prior to such Sinking Fund Payment Date a District certificate stating its election to apply such Term Bonds as such a credit. In such case, the Registrar shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Payment Date specified in such District certificate by the principal amount of Term Bonds so redeemed pursuant to Section 2(c)(i). Any credit given to Mandatory Sinking Fund Payments pursuant to this subsection (c)(ii) shall not affect any subsequent Mandatory Sinking Fund Payments,

which shall remain payable as otherwise provided in this subsection, unless and until another credit is given in accordance with the provisions hereof.

(iii) Bonds subject to redemption shall be redeemed in whole multiples of \$5,000. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any whole multiple thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bonds there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Resolution.

(iv) Notice of redemption of Bonds stating their designation, date, maturity, principal amounts and the redemption date shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption to the registered owners (or such shorter period as may be acceptable to the then registered owners) at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Bonds or the redemption of any Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The District shall give written notice to the Registrar of its election to redeem Bonds at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as aforesaid no later than the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called; such Bonds shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption and shall continue to be protected by this Resolution and entitled to the benefits and security hereof.

(d) Interest on the Bonds at the respective rates for each maturity is payable semiannually on each interest payment date determined in accordance with this Section 2 (each of said dates, an “**Interest Payment Date**”) from the date of original issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the bond register maintained by the Registrar or its successor as of the close of business on the 15th day (whether or not a business

day) immediately preceding each Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar at its designated corporate trust office.

If any payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or the interest on the Bonds shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the designated corporate trust office of the Registrar is located are authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

(e) The Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the President and the Secretary of the Board (including such other persons authorized to sign on their behalf). In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

(f) If any Bond is mutilated, lost, stolen or destroyed, the District shall execute a new Bond of like date, maturity and denomination to that mutilated, lost, stolen, or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar and, in the case of any lost, stolen, or destroyed Bonds, there first shall be furnished to the Registrar evidence of such loss, theft, or destruction satisfactory to the Registrar, together with an indemnity satisfactory to it. If such Bond shall have matured, instead of issuing a duplicate Bond, the District may pay the same without surrender thereof upon the performance of such requirements as it deems fit for its protection, including a lost instrument bond. The District and the Registrar may charge the owner of such Bond with their reasonable fees and expenses for such service.

(g) Unless otherwise directed by the Purchaser, the Bonds shall be issued initially as “book-entry-only” bonds under the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection the officers of the District are authorized to execute and deliver a Letter of

Representations (the “**Letter of Representations**”) in the form required by the Depository, for and on behalf of the District, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. If the Bonds are issued as “book-entry-only” bonds, the following provisions shall apply:

(i) The District and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each a “**Beneficial Owner**”) with respect to the following:

(A) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(B) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(C) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (v) below.

(ii) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Registrar to do so, the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (A) to arrange, with the prior written consent of the District, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (B) to make available Bonds registered in whatever name or names as the Beneficial Owners transferring or exchanging such Bonds shall designate.

(iii) If the District determines that it is desirable that certificates representing the Bonds be delivered to the ultimate beneficial owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all

payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(v) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(A) any successor securities depository or its nominee; or

(B) any person, upon (I) the resignation of the Depository from its functions as depository or (II) termination of the use of the Depository pursuant to this Section and the terms of the Registrar and Paying Agent Agreement.

(vi) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Bonds as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the District shall immediately provide a supply of printed bond certificates, duly executed by manual or facsimile signatures of the President and Secretary of the Board, for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. If such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement certificates upon transfer or partial redemption, the District agrees to order printed an additional supply of such certificates and to direct their execution by manual or facsimile signatures of its then duly qualified and acting President and Secretary of the Board.

Section 3. (a) The Registrar designated pursuant to Section 2(b) hereof, shall serve in the capacities of registrar and paying agent under the terms of an agreement entitled “**Registrar and Paying Agent Agreement**” between the District and the Registrar. The Authorized Officers, or each individually, is hereby authorized to execute said agreement in such form as such officer shall deem appropriate or necessary. The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

(b) The District reserves the right to remove the Registrar upon 30 days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. The Authorized Officers, or each individually, is authorized to remove the Registrar as provided herein if such officer determines such removal is in the best interest of the District. Upon such removal, the Authorized Officers, or each individually, is authorized to appoint a successor Registrar and to execute a Registrar and Paying Agent Agreement with such successor Registrar in a form substantially similar to that approved by the

Board pursuant to this Resolution, but with such changes as such officer shall deem appropriate or necessary.

(c) The Registrar shall keep and maintain for the District books for the registration and transfer of the Bonds at its designated corporate trust office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Registrar on behalf of the District will deliver at such office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity, bearing numbers not contemporaneously then outstanding. To the extent of the denominations authorized for the Bonds by this Resolution, one Bond may be transferred for several such Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. Bonds issued upon transfer or exchange of Bonds shall be dated as of the date six months preceding the Interest Payment Date next following the date of registration thereof in the office of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on the Bonds shall be in default, the Bonds issued in lieu of Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Bonds shall be dated as of their date of original issue. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the District evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the Bonds upon transfer of which they were delivered. The District and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

(d) The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the District for such purposes. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond to such owner's registered address as shown on the books of registration as required to be maintained under this Section 3. As provided in Section 9 hereof, on or before each principal or interest due date, without further order of the Board, the Treasurer of the Board or an Authorized Officer shall transmit from the Bond Fund

(hereinafter established) to the Registrar money sufficient for payment of all principal and interest then due. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond. The District and the Registrar may treat the registered owner of any Bonds as the absolute owner of such Bond for purposes of making payments thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the District and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the amount or amounts so paid.

Section 4. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA**

**CASS COUNTY SCHOOL DISTRICT 0001
(PLATTSMOUTH COMMUNITY SCHOOLS)
GENERAL OBLIGATION SCHOOL BUILDING BOND
SERIES 2020**

No. _____		\$ _____	
<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	_____, 20__	_____, 2019	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

CASS COUNTY SCHOOL DISTRICT 0001 (PLATTSMOUTH COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA (the “District”) promises to pay to the order of the Registered Owner, or its registered assigns, the Principal Amount of this Bond upon presentation and surrender hereof at the corporate trust offices of BOKF, National Association, Lincoln, Nebraska, as Bond Registrar and Paying Agent (the “Registrar”), on the Date of Maturity or thereafter.

The District also promises to pay interest on said Principal Amount on June 15 and December 15 of each year, commencing June 15, 2021 (each of such dates an “Interest Payment Date”), at the Rate of Interest per annum indicated above, until maturity or earlier redemption. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months from the Date of Original Issue or most recent Interest Payment Date, whichever is later. Interest on this Bond prior to maturity or earlier redemption shall be paid by check or draft mailed on such Interest Payment Date to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar at the close of business on the 15th day (whether or a not a business day) immediately preceding each Interest Payment Date (the “Record Date”). Any interest not so timely paid shall cease to be payable to the person entitled

thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this Bond (or of one or more predecessor Bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Registrar whenever moneys for such purpose become available.

This Bond is one of an issue of fully registered bonds of the total principal amount of _____ Million _____ Hundred _____ Thousand Dollars (\$ _____), of even date and like tenor herewith, except as to date of maturity, rate of interest, denomination and priority of redemption (the “Bonds”), which were authorized by more than 50% of the ballots cast by the qualified electors of the District at a special election duly called by the Board of Education and held on May 14, 2019. The Bonds are being issued for the purpose of financing a portion of the costs of (i) constructing additions to and renovations of the District’s existing High School facilities, including a Vocational Technology Center addition, a storage addition to the fitness center, auditorium upgrades, classroom renovations, and exterior building repairs and improvements, (ii) replacing the competition track and the gymnasium floor at the District’s existing Middle School, (iii) constructing classroom additions to the District’s existing Elementary School, (iv) renovating, upgrading and improving the District’s existing High School, Middle School, Elementary School and Early Childhood facilities, including but not limited to, safety and security upgrades and modifications, roof repairs and replacements, restrooms, heating, ventilation, air conditioning and other infrastructure improvements, and computer lab upgrades, (v) constructing, acquiring and installing related parking and other site improvements for such facilities and additions, and (vi) acquiring and installing necessary furniture and apparatus for such facilities and additions. Notice of said election was given for more than twenty days prior thereto in a legal newspaper of general circulation in the District, and at said election the question of the issuance of said Bonds and the levy of the tax to pay the same was submitted to the qualified electors of the District in compliance with Sections 10-701 et seq., Reissue Revised Statutes of Nebraska, as amended.

All of said Bonds are issued pursuant to a resolution duly adopted by the Board of Education of the District on September 14, 2020 (the “Bond Resolution”).

The Bonds are direct, general obligations of the District, and the full faith, credit and resources and the taxing power of the District are irrevocably pledged to the prompt payment of the principal of, premium, if any, and interest on the Bonds, as the same become due. The District shall cause to be made annually a special levy of taxes on all the taxable property in the District, in addition to all other taxes, sufficient in rate and amount to pay the principal of, premium, if any, and interest on the Bonds as and when the same become due. The District has pledged such tax levy and all receipts therefrom to the payment of the Bonds pursuant to the Bond Resolution.

The Bonds maturing on or prior to December 15, 2024 are not subject to redemption prior to their stated maturities. The Bonds maturing on and after December 15, 2025 are subject to redemption at the option of the District prior to the stated maturities thereof at any time on or after October 15, 2025 as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the District in its sole and absolute discretion may determine, at the redemption price of the principal amount so redeemed, together with the interest accrued on such principal amount to the date fixed for redemption. If less than all of the Bonds of a

maturity are to be called for redemption, the Registrar shall select the particular Bonds of such maturity to be redeemed by lot.

[The Bonds maturing on _____, 20__ are subject to mandatory redemption prior to maturity, in part, prior to their stated maturity, on the dates, in the amounts and at the prices set forth in the Bond Resolution, through the application of mandatory sinking fund payments.]

Bonds shall be redeemed in whole multiples of \$5,000. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or whole multiples thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the Registered Owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Bond Resolution.

Notice of redemption of this Bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Bonds), all as more particularly set forth in the Bond Resolution; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. Notice of redemption having been given as provided in the Bond Resolution, or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this Bond shall cease to bear interest from and after the date fixed for redemption.

The Bonds of the series of which this Bond is one are issuable as fully registered Bonds without coupons in the denomination of \$5,000 and any whole multiple thereof. Subject to the limitations and upon payment of the charges provided in the Bond Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds. This Bond is transferable by the Registered Owner or such owner's attorney duly authorized in writing at the designated corporate trust office of the Registrar in Lincoln, Nebraska, upon surrender and cancellation of this Bond, and thereupon a new Bond or Bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Bond Resolution, subject to the limitations therein prescribed. The District, the Registrar and any other person may treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not.

If the date for payment of the principal or redemption price of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city in which the principal corporate trust office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

[The District has, in the Bond Resolution, designated the Bonds as “qualified tax-exempt obligations” described in Section 265(b) of the Internal Revenue Code of 1986, as amended.]

AS PROVIDED IN THE BOND RESOLUTION, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE BOND RESOLUTION, “DTC”), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE BOND RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSONS IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of the District, including this Bond, does not exceed any limitation imposed by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the certificate of authentication hereon shall have been executed by the Registrar.

IN WITNESS WHEREOF, the District has caused this Bond to be executed on its behalf by the original or facsimile signature of the President of its Board of Education and attested by the original or facsimile signature of the Secretary of said Board of Education, all as of the Date of Original Issue shown above.

**CASS COUNTY SCHOOL DISTRICT 0001
(PLATTSMOUTH COMMUNITY SCHOOLS)
IN THE STATE OF NEBRASKA**

ATTEST:

(Sample - Do not sign)
President

(Sample - Do not sign)
Secretary

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

This Bond is one of the Bonds of the series designated therein issued under the provisions of the Bond Resolution and has been registered to the owner named in said Bond recorded in the books of record maintained by the undersigned Registrar for said issue of Bonds.

**BOKE, NATIONAL ASSOCIATION, as
Bond Registrar and Paying Agent**

By: _____
Its Authorized Officer

(FORM OF ASSIGNMENT)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____, attorney, to transfer the same on the books of registration in the office of the within mentioned Registrar with full power of substitution in the premises.

Date: _____

Registered Owner

Witness: _____

Note: The signature(s) on this assignment MUST CORRESPOND with the name(s) as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever, and must be guaranteed by a commercial bank or a trust company or by a firm having membership on the New York, Midwest or other stock exchange.

Section 5. (a) After being executed by the President and the Secretary of the Board, in accordance with Section 2(e) hereof, the Bonds shall be delivered to the Registrar for registration and authentication. The Superintendent of Schools shall be responsible for the delivery of the Bonds and for all other ministerial acts relating to the Bonds. The Authorized Officers, or each individually, are hereby authorized to take all actions necessary to effect the delivery of each series of the Bonds to the Underwriter, the Private Purchaser or the Lender, as applicable, inclusive of the power and authority to execute such orders, certificates, receipts and other documents as may be necessary or desirable to effect such delivery and to receive the purchase price for the Bonds.

(b) The Superintendent of Schools is directed to make and certify a transcript of the proceedings of the District precedent to the issuance of each series of bonds authorized by this Resolution, which transcript shall be delivered to the Underwriter, the Private Purchaser or the Lender, as applicable. The Authorized Officers, or each individually, shall certify for the Nebraska Auditor of Public Accounts the taxable valuation, the number of children of school age residing in the District and the total bonded indebtedness of the District.

Section 6. (a) The District is authorized to sell the Bonds to Piper Sandler & Co., as original purchaser of the Bonds (the “**Underwriter**”), in accordance with Section 2 of this Resolution. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of sale. The District is authorized to enter into a Bond Purchase Agreement (the “**Purchase Agreement**”) between the District and the Underwriter in form and substance acceptable to the Authorized Officers, or any individually, with respect to one or more series of Bonds. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the District, such officer’s signature thereon being conclusive evidence of such official’s and the District’s approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The District is further authorized to place the Bonds with a private purchaser (the “**Private Purchaser**”) with the assistance of Piper Sandler & Co., as placement agent of the Bonds (the “**Placement Agent**”) in accordance with Section 2 of this Resolution. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The District is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the “**Lender**”) to evidence or secure a loan from such Lender to the District or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with Section 2 of this Resolution and subject to the other restrictions of this Resolution. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance of the Bonds.

Section 7. The District hereby establishes the following funds and accounts: (a) the 2020 Bond Fund (the “**Bond Fund**”) and (b) the 2020 Project Fund (the “**Project Fund**”). The foregoing funds shall be maintained by the District in accordance with the provisions of this Resolution. The Authorized Officers, or each individually, is hereby authorized to create

additional sub-accounts within the foregoing fund and accounts as are necessary and appropriate to carry out the provisions of this Resolution.

Section 8. The proceeds from the sale of each series of Bonds, including the interest, if any, accrued on the Bonds from their date of original issue to the date of delivery and payment thereof, shall be received by the District Treasurer. The District Treasurer shall apply such proceeds as follows: (a) any accrued interest shall be deposited in the Bond Fund and (b) all remaining proceeds shall be deposited in the Project Fund to pay Project costs and costs of issuing the Bonds.

Section 9. (a) The District shall deposit in the Bond Fund, as and when received, all proceeds of the tax levy provided for in Section 10 hereof. All amounts paid and credited to the Bond Fund shall be expended and used by the District for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due, including on any redemption date, and paying the usual and customary fees and expenses of the Registrar.

(b) The Authorized Officers (or such other persons authorized to act on their behalf), or each individually, is authorized and directed to withdraw from the Bond Fund and forward to the Registrar sums sufficient to pay principal of, premium, if any, and interest on the Bonds as and when the same become due, and also to pay the charges made by the Registrar for acting in such capacity, if applicable, which charges shall be over and above the amount of the principal of, premium, if any, and interest on the Bonds. If, through the lapse of time, or otherwise, the owners of Bonds shall no longer be entitled to enforce payment of their obligations, it shall be the duty of the Registrar to return the funds to the District. All moneys deposited with the Registrar shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

(c) Any moneys or investments remaining in the Bond Fund after all principal of and the interest on the Bonds have been paid in full shall be transferred to the general fund of the District.

Section 10. The Bonds shall be direct, general obligations of the District, and the District irrevocably pledges the full faith and credit and the tax power of the District, including such special levy of taxes described in this Section and all receipts therefrom, to the prompt payment of the principal of, premium, if any, and the interest on the Bonds as the same become due. The District represents, warrants and covenants that it shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the District, without limitation as to rate or amount, to pay the interest on, premium, if any, and the principal of the Bonds as and when such interest, premium, and principal, respectively, become due, which taxes shall be in excess of and in addition to all other taxes now or hereafter authorized to be levied by the District. Such tax levy and all receipts therefrom to all payments due on the Bonds are pledged to the payment of debt service on the Bonds. The District further agrees to direct the application of such tax levy moneys held by the County Treasurer of Cass County and the county treasurer of any other county in which portions of the District may lie to the payment of the Bonds so that not later than each maturity date and/or Interest Payment Date with respect to the Bonds, there shall

be on hand with the Registrar sufficient funds to make the payments of principal of, premium, if any, and interest on the Bonds as they fall due.

Section 11. (a) The District covenants and agrees that (i) it will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (ii) it will not use or permit the use of any proceeds of the Bonds or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The District covenants and agrees that (i) it will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds, (ii) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (iii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the District in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The District specifically covenants to pay or cause to be paid to the United States of America, the required amounts of rebatable arbitrage at the times and in the amounts as determined by its Federal Tax Certificate. Notwithstanding anything to the contrary contained herein, the Federal Tax Certificate may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(d) The District covenants and agrees that (to the extent within its power or direction) it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond”.

(e) The District hereby authorizes the Authorized Officers, or each individually, to designate one or more series of Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In connection with such designation, the District will represent that:

(i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds)

which will be issued by the District (and all subordinate entities thereof) during the current calendar year is not reasonably expected to exceed \$10,000,000; and

(ii) the District (including all subordinate entities thereof) will not issue an aggregate principal amount of tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds) during the current calendar year, including the Bonds, in excess of \$10,000,000, without first obtaining an opinion of nationally recognized counsel in the area of municipal finance that the designation of the Bonds as “qualified tax-exempt obligations” will not be adversely affected.

Any Authorized Officer shall take such other action as may be necessary to make effective the designation in this subsection (f).

Section 12. The use and public distribution of any official statement, offering circular, term sheet or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the reoffering of the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and public distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the reoffering of the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The District agrees to provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale of Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable

Section 13. If so required by the Underwriter, the District (a) authorizes and directs the Authorized Officers, or each individually, to execute and deliver, on the date of the issuance of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 and is acceptable to the purchaser and bond counsel and (b) covenants that it will comply with and carry out all of the provisions of the Undertaking. The Authorized Officers, or each individually, may engage a dissemination agent to assist the District with its obligations pursuant to the Undertaking. Notwithstanding any other provisions of this Resolution, failure of the District to comply with the Undertaking will not be considered a default under this Resolution or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this subparagraph and the Undertaking. For purposes of this subparagraph, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

Section 14. The District reserves the right to issue refunding bonds and provide for the investment of the proceeds thereof for purposes of providing for the payment of principal and interest on the Bonds in such manner as may be prescribed by law from time to time but specifically including the provisions of Sections 10-142 and 10-717 et seq., Reissue Revised Statutes of Nebraska, as amended.

Section 15. The District's obligations under this Resolution shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds, or portions thereof, shall no longer be deemed outstanding hereunder when payment of the principal thereof plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to have been made in accordance with the terms thereof and hereof, or (b) shall have been provided for by depositing in escrow with a national or state bank having trust powers in trust solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or obligations of any agency of the United States of America (herein referred to as "**Government Obligations**"), in such amount and with such maturities as to principal and interest as will insure the availability of sufficient money to make such payment, and thereupon such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payments, shall no longer be entitled to the benefits of this Resolution; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given or provided for. If money shall have been deposited in accordance with the terms hereof with the escrow agent in trust for that purpose sufficient to pay the principal of such Bonds and all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, all liability of the District for such payment shall forthwith cease, determine and be completely discharged, and all such Bonds shall no longer be considered outstanding.

Section 16. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each of the Authorized Officers and all other officers, employees and agents of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution, and the issuance, sale, and delivery of the Bonds, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) directs, authorizes, and delegates to each of the Authorized Officers the right, power, and authority to exercise such officers' own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by any Authorized Officer or by any other officer, officers, agent, or agents of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

Section 17. If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 18. The District hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit A to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change these policies and procedures from time to time, without notice.

Section 19. The District hereby adopts the Disclosure Policies and Procedures attached to this Resolution as Exhibit B to ensure that the District satisfies the requirements of Rule 15c2-12 and the Undertaking, if applicable. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change such policies and procedures from time to time, without notice.

Section 20. This Resolution shall take effect and be in force from and after its passage as provided by law.

ADOPTED September 14, 2020.

**CASS COUNTY SCHOOL DISTRICT 0001
(PLATTSMOUTH COMMUNITY SCHOOLS)
IN THE STATE OF NEBRASKA**

ATTEST:

By: _____
President, Board of Education

By: _____
Secretary, Board of Education

EXHIBIT A

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance by the District of its General Obligation School Building Bonds, Series 2020, and any additional bonds of the District issued pursuant to the resolution adopted on the July 18, 2019 (the “**Bonds**”), the District will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”) that must be followed in order to maintain the tax-exempt status of interest on the Bonds. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Bonds with respect to the use of the gross proceeds of the Bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of the Bonds over their life.

Designation of Responsible Person

The Superintendent of the District shall maintain an inventory of the Bonds and assets financed which contains the pertinent data to satisfy the District’s monitoring responsibilities. Any transfer, sale or other disposition of Bond-financed assets must be reviewed and approved by the Superintendent.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The District shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The District also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed or refinanced assets.

The District shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the resolution or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account by a trustee, and the investment of Bond proceeds shall be managed by the District. The District shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds, the District shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of Bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Bonds).

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;

- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the District discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirements

The District shall be responsible for maintaining the following documents for the term of the Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the Bonds, including any elections made by the District in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Bond proceeds and evidence as to the amount and date for each draw down of Bond proceeds, as well as documents relating to costs paid or reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;
- a copy of all contracts and arrangements involving the use of Bond-financed or refinanced assets;
- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to the Bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

EXHIBIT B

DISCLOSURE POLICIES AND PROCEDURES

Purpose of Disclosure Policies and Procedures

The issuance and sale of certain municipal bonds, notes, certificates of participation or other obligations (collectively, “**Obligations**”) are subject to certain federal and state securities laws, including Rule 15c2-12 (the “**Rule**”) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). The Rule requires that an underwriter, prior to purchasing or selling an issue of Obligations in a principal amount of \$1,000,000 or more, obtain a written agreement from the issuer of such Obligations to provide certain financial information or operating data on an annual basis and notices of the occurrence of certain enumerated events with the Municipal Securities Rulemaking Board (“**MSRB**”) using the MSRB’s Electronic Municipal Market Access system (“**EMMA**”).

Cass County School District 0001 (Plattsmouth Schools) in the State of Nebraska (the “**District**”) has previously issued or may in the future issue Obligations subject to the Rule, and in connection with such issuances the District has entered and/or will enter into one or more Continuing Disclosure Certificates or Continuing Disclosure Agreements (collectively, the “**Undertakings**”) in accordance with the Rule. Pursuant to such Undertakings, the District has covenanted or will covenant to comply with the Rule by timely making the required filings. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule.

Designation of District Representative; Maintenance of List and Files

The “**District Representative**” for the District shall be the Superintendent of Schools of the District and any alternate or assistant as such Superintendent shall appoint. The District Representative is directed to employ the policies and procedures described herein. The District Representative shall be knowledgeable and familiar with the provisions of each Undertaking as to the type, format and content of the financial information or operating data to be included in each Annual Report required to be made thereunder, the instances in which notice of the occurrence of certain events must be given, and the timing requirements for the filing thereof. The District and the District Representative recognize and acknowledge that the terms, requirements and filing deadlines may vary by Undertaking.

The District Representative shall maintain a current list for each fiscal year identifying each issue of Obligations of the District outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue and the dates by which the Annual Reports are required to be submitted to the MSRB using EMMA, such list to be accompanied by copies of the related Undertakings.

Dissemination Agents

The District and the District Representative may utilize the services of a financial institution or other provider to act as dissemination agent (each, a “**Dissemination Agent**”) in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent in accordance with the terms of the applicable Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Undertaking and with the procedures for making the filings required under such Undertaking with the MSRB using the EMMA system. The District Representative shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Undertakings.

Annual Financial Filings

The District Representative will review the Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the District’s audited financial statements and certain other financial information or operating data with respect to the District, if applicable (the “**Annual Report**”)) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. Unless required otherwise by an Undertaking and as permitted by EMMA filing procedures, the District Representative may file identical Annual Reports with respect to each issue of the District’s Obligations. The District Representative shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Undertaking, if applicable.

The District Representative shall timely initiate the process of preparing the financial information or operating data required to be submitted under each Undertaking as part of the Annual Report. The District Representative shall assemble the information as soon as it becomes available and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

The District Representative will timely file the Annual Report, or will cause the Dissemination Agent to file the Annual Report, with the MSRB using the EMMA system. If the Audited Financial Statements are not then available, unaudited financial information may be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

Listed Event Filings

The District Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The District Representative will monitor the Obligations and the District’s operations for occurrences of any such events and will actively evaluate whether an event may be a listed event as set forth in the District’s outstanding Undertakings. After obtaining actual knowledge of such an event, the District Representative will promptly contact the District’s bond counsel and the Dissemination Agent, if any, to determine whether the District must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the District must file such notice, the District Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the District’s bond counsel may otherwise direct.

Reports of District Representative; Record Retention

The District Representative shall provide to the School Board of the District, any Dissemination Agent and the underwriter of each issue of Obligations confirmation from EMMA received upon the filing of each Annual Report and any other filings made with the MSRB using the EMMA system promptly upon receipt of each such confirmation.

The District Representative shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all filings for each issue of Obligations outstanding during each fiscal year. Such records shall be kept for at least 5 years after the respective issue of Obligations is no longer outstanding.

Familiarity with EMMA Submission Process

The District Representative shall register with EMMA and review the on-line process of filing with EMMA located at www.emma.msrb.org in order to submit the required information. The MSRB Market Information Department can also be contacted at 703.797.6668. A tutorial is available at the website and a practice submission is available as well. The District Representative also shall enroll the District in EMMA's reminder system to ensure timely performance of its responsibilities and obligations.

Notwithstanding the foregoing, if the District has retained a Dissemination Agent to assist with making the filings required by the District's Undertakings and to remind the District of its filing deadlines, the District Representative need not register with EMMA or enroll in EMMA's reminder system.

Training

To ensure adequate resources to comply with the Rule, the District Representative shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the EMMA submission process and an understanding of the timing requirements necessary for full compliance. The retention by the District of a Dissemination Agent to assist it with compliance under its Undertakings and the Rule may be deemed part of such training process.

Review of Offering Document in Connection with Primary Offerings

In connection with a new issue of Obligations, the District Representative, together with such District officials as the District Representative deems appropriate, shall promptly review upon receipt the offering document by which such Obligations shall be offered and sold. For any issue of Obligations subject to the Rule, prior to the distribution of the related offering document the District shall deem the information concerning the District in such offering document as accurate and complete in all material respects (except for such information as permitted to be omitted by the Rule) as of the date of such offering document. The District shall confirm prior to the final pricing of the Obligations that the information concerning the District in the offering document does not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.