

Mitchell Public Schools Board of Education
Meeting
Monday, October 12, 2026 7:30 PM
High School Library
1819 19th Ave
Mitchell, NE 69357

1. 7:00 PreMeeting Committee Meeting: Building and Grounds

2. Call to Order

3. Roll call

4. Consent agenda

- 4.1. Excuse absent board members

- 4.2. Adopt agenda

4.3. Approve board minutes

4.4. Approve Expenditures

4.5. Sale/Disposal of District Property

5. From the community

6. Sharing of Excellence

7. Teacher Representative

8. Strategic Plan Focus: Building and Grounds Committee Work

9. Old Business

9.1. VALTS Interlocal Agreement Contract

10. New Business

10.1. Discussion of Budget

10.2. School Policies For Monthly Review

10.3. Establish Option Enrollment Capacity for the 2027-2028 School Year

11. Reports and Proposals

11.1. From the Board

11.2. From Administration

12. Dates to Remember

13. Adjourn

Mitchell Public Schools Board of Education Meeting
High School Library
Monday, September 14, 2026 7:30 P.M.

1. 2026-2027 Budget Hearing: President Jeff Jenkins opened the Budget Hearing at 7:00 P.M. and reviewed the Notice of Budget Hearing and Budget Summary. The Hearing was opened for public comment. President Jenkins closed the Hearing at 7:11 P.M.
2. 2026-2027 Tax Request Hearing- President Jenkins opened the Special Hearing to Set Final Tax Request at 7:12 P.M. The Hearing was opened for public comment. President Jenkins closed the Hearing at 7:17 P.M.

3. Call to Order at 7:30 P.M.

4. Roll Call

5. Consent Agenda

Motion to approve the consent agenda as presented, passed with a motion by Mark Spencer and a second by Brad Helgerson. Brad Helgerson: Yea, Jeff Jenkins: Yea, Doug Keener: Yea, Dustan Keener: Yea, Paul Pieper: Yea, Mark Spencer: Yea. Yea: 6, Nay: 0

5.1 Excuse Absent Board Member(s)

5.2 Adopt Agenda

5.3 Approve Board Minutes

5.4 Approve Expenditures

1. Payroll: \$686,949.33

2. General Fund Bills Payable: \$115,956.26

3. Special Building Fund Bills Payable: \$1,155.59

5.5 Sale/Disposal of District Property

6. From The Community

7. Sharing of Excellence

Discussion: Mr. Loren Braman, Secondary Guidance Counselor, reported on the following: September 9th: "Apply2College" Day, September 30th: FAFSA- Student and Parent Meeting, October 6th: Education Day, October 12th: "Apply2FAFSA" Day, Mental Health Screenings, Innovation Day, Career and Technical Education Update and Dual Credit Courses.

8. Teacher Representative

9. Old Business

10. New Business

10.1 Discussion of Budget

Discussion: Dr. Urbanek reported on the 2025-2026 school year budget and the 2025-2026 school year budget.

10.2 Review School Policies

Discussion: The Board reviewed the following policies: 5000: Introductory Statement, 5001: Admission Requirements, 5002: Discountuance of Enrollment for Children Younger than Six Years Old, 5003: Assignment of Students Grade Placement and Transfer Students, 5005: Student Residence Admission and Contracting for Educational Services, 5007: Foreign Exchange Students, 5008: Student Attendance, 5009: Attendance During School Day (Dismissals and Field Trips) and 5010- School Census.

10.3 Approve Budget for Mitchell Public Schools Budget for the 2026-2027 School Year

Motion to approve the 2026-2027 Budget as presented with total disbursements of \$16,108,109.00 and total property tax of \$3,443,386.00, passed with a motion by Doug Keener and a second by Paul Pieper. Brad Helgerson: Yea, Jeff Jenkins: Yea, Doug Keener: Yea, Dustan Keener: Yea, Paul Pieper: Yea, Mark Spencer: Yea. Yea: 6, Nay: 0

10.4 Approve the Mitchell Public Schools Tax Levy Request for the 2026-2027 School Year

Motion to approve the 2026-2027 Mitchell Public School's levy request as follows: General Fund- .694167 and Special Building Fund- .070674 for a total levy of .764841, passed with a motion by Doug Keener and a second by Brad Helgerson. Brad Helgerson: Yea, Jeff Jenkins: Yea, Doug Keener: Yea, Dustan Keener: Yea, Paul Pieper: Yea, Mark Spencer: Yea. Yea: 6, Nay: 0

10.5 VALTS Interlocal Agreement

Discussion: This item was tabled until the October Board meeting.

10.6 Potential Resurface of Track Consideration

Motion to approve the Fisher Track's bid of \$102,463.00 to resurface the track, passed with a motion by Doug Keener and a second by Brad Mark. Brad Helgerson: Yea, Jeff Jenkins: Yea, Doug Keener: Yea, Dustan Keener: Yea, Paul Pieper: Yea, Mark Spencer: Yea. Yea: 6, Nay: 0

11. Reports and Proposals

11.1 From the Board

Vice President- Mr. Brad Helgerson gave the "Oath of Office" to student Brody Fuss.

Student Representative- Mr. Fuss reported on the following student activities: 7th Grade Mentoring, Senior Class Meetings, Volleyball, Football, Cross Country, Girl's Golf, Band, FFA, Homecoming and Parent Teacher Conferences.

11.2 From the Administration

The Board accepted the Administration's written reports.

12. Dates to Remember

13. Adjourn

Motion to adjourn at 8:03 P.M., passed with a motion by Jeff Jenkins and a second by Doug Keener. Brad Helgerson: Yea, Jeff Jenkins: Ye, Doug Keener: Yea, Dustan Keener: Yea, Paul Pieper: Yea, Mark Spencer: Yea, Student Representative: Yea. Yea: 6, Nay: 0

/s/ Jeff Jenkins

Chairperson

/s/ Katherine Urbanek

Superintendent

Check Register by Checking Account

Unposted; Batch Description October 2026 Payroll-0001; Check Number 17 Records
Selected; Check Type Check

Checking Account ID: 1

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount		
54185	10/20/2026				SECFIN	ASSURITY LIFE INSURANCE COMPANY	10.70		
54186	10/20/2026				BCBSNE	BLUE CROSS BLUE SHIELD OF NE	72,266.90		
54187	10/20/2026				EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	125,976.36		
54188	10/20/2026				HOMAIN	HORACE MANN INSURANCE COMPANY	2,524.98		
54189	10/20/2026				HORACEMAN1	Horace Mann Insurance Company	1,166.09		
54190	10/20/2026				HORACEMANN	Horace Mann Life Insurance Company	5,474.21		
54191	10/20/2026				GUARDIAN	Madison National Life	588.50		
54192	10/20/2026				MADNAT	MADISON NATIONAL LIFE	945.05		
54193	10/20/2026				MGTRUST	MATRIX TRUST COMPANY FBO	550.00		
54194	10/20/2026				MCCARTNEYT	ERIN MCCARTNEY, TRUSTEE	600.00		
54195	10/20/2026				MITCHELLPU	MITCHELL PUBLIC SCHOOLS DIST. 31	1,447.31		
54196	10/20/2026				NCSPC	NEBRASKA CHILD SUPPORT PAYMENT CENTER	847.00		
54197	10/20/2026				SITNE	NEBRASKA DEPARTMENT OF REVENUE	16,881.33		
54198	10/20/2026				RET	NEBRASKA SCHOOL RETIREMENT SYS	83,978.87		
54199	10/20/2026				PINNBANK	PINNACLE BANK	5,901.33		
54200	10/20/2026				VSP10	Vision Service Plan	119.90		
54201	10/20/2026				GUALIF	Vision Service Plan (CT)	698.02		
Check Type Total:		Check			Void Total:		0.00	Total without Voids:	319,976.55
Checking Account Total:		1			Void Total:		0.00	Total without Voids:	319,976.55
		Grand Total:			Void Total:		0.00	Total without Voids:	319,976.55

Summary of Account Activity

Account Ending In	1295
Previous Balance	\$1,714.75
Payments	\$1,764.39
Other Credits	\$0.00
Purchases & Debits	\$5,828.68
Purchases	\$5,828.68
Balance Transfers	\$0.00
Cash Advances	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$5,779.04
Statement Open/Close Date	09/03/2026 - 10/02/2026
Days in Billing Cycle	30
Credit Limit	\$12,500.00
Available Credit	\$6,321.00
Cash Limit	\$12,500.00
Available Cash	\$6,321.00

Questions? View your account information online at www.pinnbank.com or call our Customer Service Center toll free at 1-855-325-0903 or 1-571-526-3513.

Send Billing Inquiries and Correspondence to:
P.O. Box 2087, Omaha, NE 68103-2087

Mail Payments to: P.O. Box 2711, Omaha, NE 68103-2711

Payment Information

New Balance	\$5,779.04
Payment Due Date	10/27/2026
Minimum Payment Due	\$174.00

Late Payment Warning:

If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$0.00.

Minimum Payment Warning:

If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this account and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the Minimum Payment	9 years	\$5,779.00
\$161.00	3 years	\$5,779.00 (Savings = \$0.00)

If you would like information about credit counseling services, call 1-855-325-0903

REWARD SUMMARY

Beginning Points	311,357
Points Earned	4,835
Points Redeemed	0
Points Expired	1,978
New Points Balance	314,214
Points Expiring First of Next Month	5,159

TEAR OFF THIS PAYMENT STUB AND MAIL WITH YOUR CHECK OR MONEY ORDER TO THE ADDRESS BELOW.

Pinnacle Bank
5651 S 59th St.
Lincoln NE 68516-2388



Account Ending In 1295
Payment Due Date 10/27/2026
New Balance \$5,779.04
Minimum Payment Due \$174.00

Make Check Payable To:

\$

MITCHELL PUBLIC SCHOOLS
1819 19TH AVE
MITCHELL NE 69357-1112



Pinnacle Bank
P.O. Box 2711
Omaha NE 68103-2711



447996212050282300000017400000005779048

Account Summary

Type of Balance	Ending Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate (ADB)	Interest Charge	Promo End Date
Purchases	\$5,779.04	0.00%	\$0.00	\$0.00	
Cash Advance	\$0.00	0.00%	\$0.00	\$0.00	
Balance Transfer	\$0.00	0.00%	\$0.00	\$0.00	

Important Information

THANK YOU FOR CHOOSING PINNACLE BANK FOR YOUR CREDIT CARD NEEDS.

REWARDS SUMMARY REFLECTS POINTS ACTIVITY THROUGH THE END OF THE PREVIOUS MONTH.
ALWAYS REFER TO YOUR UCHOOSE REWARDS ONLINE ACCOUNT FOR YOUR CURRENT POINTS BALANCE.

Payments and Credits

Post Date	Tran Date	Reference Number	\$ Amount
Payments			
MITCHELL PUBLIC SCHOOLS			\$1,764.39-
09/18	09/18	Payment Mail Thank You Lincoln Ne 7447996LM1XGY10EW	\$1,764.39-

Purchases and Debits

Post Date	Tran Date	Reference Number	Total Activity
MITCHELL PUBLIC SCHOOLS			\$2,684.18
09/03	09/03	Awl*Pearson Education Prsoncs.Com Nj 2469216L6BXRXB12	\$390.00
09/03	09/03	Awl*Pearson Education Prsoncs.Com Nj 2469216L6BXRXBZDN	\$210.00
09/08	09/08	Fc* Future City / Disc Futurecity.Or Va 2406466LQ2X4AYGEK	\$25.00
09/08	09/08	Nafme Nafme.Org Va 2410829LQ2X4AW0RD	\$143.00
09/09	09/09	Nintendo Cd1705793463 800-2553700 Wa 2479338LQ00VJE551	\$36.04
09/10	09/10	Scotts Bluff Veh Reg Gering Ne 2420785LE4SD76MB7	\$12.00
09/10	09/10	Nebraskagov Subscriber 800-7478177 Ne 2471705LE4PQBJKF2	\$4.00
09/22	09/22	Future Business Leader Www.Fbla.Org Va 2400077LS2X4A8VV7	\$240.00
09/23	09/23	Easybadges, Llc Clover.Com Or 2443106LVEVWQWJVH	\$698.00
09/24	09/24	Phillips 66 - Speedee Mar Kearney Ne 2403454LV05BY66FM	\$57.32
09/27	09/27	Samsclub #6430 Cheyenne Wy 2422638LZ0X3MQWXL	\$89.40
09/29	09/29	Signature Pins Winter Park Fl 2424760M08R556R34	\$437.42
09/30	09/30	Sq *Tacos Mexico Scottsbluff Ne 2469216M1BSD0QZZY	\$342.00
MITCHELL PUB SCHL 1			\$1,998.24
09/04	09/04	Walmart.Com 8009256278 800-966-6546 Ar 2444500L755JMWSE	\$112.36
09/08	09/08	Walmart.Com 8009256278 800-966-6546 Ar 2444500LB8R2N9EKE	\$165.88
09/11	09/11	Pizza Hut 020861 Gothenburg Ne 2494300LFEM98HRP6	\$274.99
09/15	09/15	Walmart.Com 800-925-6278 Ar 2405523LJS30DEKJ	\$64.97
09/18	09/18	Walmart.Com 800-925-6278 Ar 2405523LMS6BD73ML	\$38.96
09/18	09/18	Papa John's #4664 Grand Island Ne 2444500LNEJQXFTBL	\$239.70
09/22	09/22	Walmart.Com 800-925-6278 Ar 2405523LTSANGNQS9	\$295.62
09/22	09/22	Walmart.Com 800-925-6278 Ar 2405523LTSATT1EXN	\$29.22
09/22	09/22	Kwik Stop #17 Mitchell Ne 2494166LSAJ6JKYN4	\$25.90
09/23	09/23	Walmart.Com 800-925-6278 Ar 2405523LSSBT7DW7M	\$56.59
09/24	09/24	Walmart.Com 800-925-6278 Ar 2405523LVSD0BBZFB	\$48.57
09/25	09/25	Walmart.Com 800-925-6278 Ar 2405523LWSE1NFRAE	\$218.89
09/28	09/28	Pump & Pantry #56 Kearney Ne 2411641M0SHX4YQJS	\$81.38
09/28	09/28	Walmart.Com 8009256278 800-966-6546 Ar 2444500LZ55HPV98B	\$53.46
09/29	09/29	Walmart.Com 800-925-6278 Ar 2405523M0SJD2W2G	\$126.75
09/30	09/30	Domino's 6198 308-633-0003 Ne 2444500M2EJ7VXVH6	\$165.00
MITCHELL PUB SCHL 3			\$806.02
09/09	09/09	Maverik #702 Sidney Ne 2442733LQM83E1AQ7	\$46.51
09/09	09/09	Sams Club.Com 800-966-6546 Ar 2444500LQ8R21DHNH	\$83.70
09/09	09/09	Love's #0309 Outside Aurora Ne 2469216LDBSQM2D5M	\$42.69
09/11	09/11	Phillips 66 - U-Stop #12 Lincoln Ne 2403454LE02QP5ZET	\$14.38

Transactions Continued on next page

Purchases and Debits (Continued)

Post Date	Tran Date		Reference Number	
09/27	09/27	Sams Club #6430 307-637-3771 Wy	2444500LZBLPTRJJ1	\$528.74
10/01	10/01	In *Nebraska State Bandma402-6728744 Ne	2469216M2BVQ6E537	\$90.00
MITCHELL PUB SCHL 2		XXXX XXXX XXXX 0657	Total Activity	\$340.24
09/22	09/22	Applebees 9039 North Platte Ne	2494300LSEVEYM6T6	\$93.71
09/23	09/23	Caseys #3577 Ogallala Ne	2444500LV8R28T887	\$46.17
09/23	09/23	Raising Canes 0664 North Platte Ne	2469216LVBLP2F97D	\$53.45
09/25	09/25	Fill-N-Chill Kearney Ne	2494300LYEXJDJABE	\$89.32
09/27	09/27	Loaf N Jug 0333 Gering Ne	2469216LZBPVZ3E1Z	\$57.59

2026 Total Year-To-Date

Total Fees charged in 2026	\$0.00
Total Interest charged in 2026	\$0.00

Corporate Number: 00005587
Account Ending In: 9900

Previous Account Balance	\$1,813.56
Payments and Credits	\$2,438.56
Purchases and Debits	\$60.05
Cash Advances	\$0.00
Fees	\$0.00
Finance Charges	\$0.00
New Ending Balance	\$564.95

Statement Open/Close Date	09/03/2026 - 10/02/2026
Days This Period	30
Credit Limit	\$12,500.00
Available Credit	\$12,500.00
Cash Limit	\$0.00
Available Cash	\$0.00

Payment Due Date	10/27/2026
Payment Amount Due	\$0.00

Mail Payments to: P.O. Box 2711, Omaha, NE 68103-2711

VISA

Account Ending In	9900
Payment Due Date	10/27/2026
New Balance	\$564.95
Minimum Payment Due	\$0.00

Make Check Payable To:

MITCHELL SCHOOLS
MITCHELL PUBLIC SCHOOLS
1819 19TH AVE
MITCHELL NE 69357-1112

Pinnacle Bank
P.O. Box 2711
Omaha NE 68103-2711

00035601
A202

43401241251054690000000000000000000000000000



Reward Summary

Beginning Points	54,528
Points Earned	565
Points Redeemed	0
Points Expired	0
New Points Balance	53,963
Points Expiring First of Next Month	104

Important Information

THANK YOU FOR CHOOSING PINNACLE BANK FOR YOUR CREDIT CARD NEEDS.

REWARDS SUMMARY REFLECTS POINTS ACTIVITY THROUGH THE END OF THE PREVIOUS MONTH.
ALWAYS REFER TO YOUR UCHOOSE REWARDS ONLINE ACCOUNT FOR YOUR CURRENT POINTS BALANCE.
PLEASE DO NOT PAY, AS OF THIS STATEMENT DATE YOUR ACCOUNT HAS A CREDIT BALANCE.

Transactions

Post Date	Tran Date	Reference Number	Transaction Description	\$Amount
09/18	09/18	7447996LM1XGY0ZW2	PAYMENT MAIL THANK YOU LINCOLN NE	\$1,813.56-
09/03	09/02	7471705LB4DZSQY8P	NE DEPT OF ED EVENT LINCOLN NE CREDIT	\$625.00-
09/25	09/25	2403454LW05KAKAWX	PHILLIPS 66 - SPEEDEE MAR KEARNEY NE	\$60.05
			Total Activity	\$2,378.51-
			Total Fees This Period	\$0.00
10/02	10/02		Interest Charge on Purchases	\$0.00
10/02	10/02		Interest Charge on Cash Advances	\$0.00
			Total Interest This Period	\$0.00

Finance Charges

Type of Balance	Ending Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate (ADB)	Interest Charge	Promo End Date
Purchases	\$0.00	12.90%	\$0.00	\$0.00	
Cash Advance	\$0.00	12.90%	\$0.00	\$0.00	
Balance Transfer	\$0.00	12.90%	\$0.00	\$0.00	

2026 Total Year-to-Date

Total fees charged in 2026	\$0.00
Total interest charged in 2026	\$0.00

Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 01 GENERAL FUND	
ALLO COMMUNICATIONS	092426 54202	1,539.67
01 2510 530 000 0	COMMUNICATIONS	1,539.67
Total ALLO COMMUNICATIONS		1,539.67
AMAZON CAPITAL SERVICES	114F-43TC-MQHP 54203	110.54
01 1200 610 002 1	SUPPLIES	110.54
AMAZON CAPITAL SERVICES	11VG-C1DC-C4FF 54203	631.44
01 2190 610 001 2	Morning Grind Supplies	631.44
AMAZON CAPITAL SERVICES	1GTC-33XJ-NFLL 54203	21.30
01 2410 610 001 2	SUPPLIES	21.30
AMAZON CAPITAL SERVICES	1K1F-9XFL-CT47 54203	26.99
01 1100 610 001 2	SUPPLIES	26.99
AMAZON CAPITAL SERVICES	1L6K-D9FR-M9Y6 54203	322.13
01 2190 610 001 2	ESports Supplies	322.13
AMAZON CAPITAL SERVICES	1QGN-16KM-YDPL 54203	123.68
01 2151 610 000 0	Supplies- Ostdiek	123.68
AMAZON CAPITAL SERVICES	1QPT-FHDQ-RWYG 54203	53.72
01 1291 610 002 1	Pre-K SPED Supplies	53.72
AMAZON CAPITAL SERVICES	1R33-6JNJ-J7XQ 54203	47.88
01 1100 610 001 2	7th Grade Planners	47.88
AMAZON CAPITAL SERVICES	1R39-6DWC-MHHX 54203	149.00
01 2230 610 000 0	TECH SUPPLIES	149.00
AMAZON CAPITAL SERVICES	1XDC-NDLP-J1TF 54203	83.58
01 2610 610 001 2	SUPPLIES	83.58
Total AMAZON CAPITAL SERVICES		1,570.26
AMSTERDAM	8121619 54204	192.26
01 2410 610 002 1	Academic 7x10 Calendars	165.00
01 2410 610 002 1	Shipping	27.26
Total AMSTERDAM		192.26
Batterman, Jamie	091126 54205	63.00
01 1200 580 000 0	Parking Reimb.	63.00
Total Batterman, Jamie		63.00
Benzel Pest Control	210882 54206	125.00
01 2620 431 001 2	September Services	125.00
Total Benzel Pest Control		125.00
Bjorem Publications	131216 54207	957.84
01 1200 610 000 0	See D14886 for Speech Supplies	957.84
Total Bjorem Publications		957.84
BSN SPORTS	935523920 54208	21,249.97
01 2190 733 001 2	See Order 15872564 for High Jump Pit/Tim	20,099.97
01 2190 733 001 2	Shipping	1,150.00
Total BSN SPORTS		21,249.97
Charter Communications	221509101100126 54209	2,182.58

Account Number	Detail Description	Check Number	Amount
01 2230 340 000 0	Network Services		2,182.58
Total Charter Communications			2,182.58
CNA Surety	100126	54210	40.00
01 2320 810 000 0	Notary Bond- Weiss		40.00
CNA Surety	69437526	54210	52.00
01 2320 810 000 0	Blanket Notary Errors & Omissions		52.00
Total CNA Surety			92.00
Cognia Inc.	198391	54211	1,400.00
01 2310 810 001 2	Membership		1,400.00
Total Cognia Inc.			1,400.00
CONNECTING POINT	37704	54212	524.00
01 1100 610 001 2	Copy Charges		262.00
01 1100 610 002 1	Copy Charges		262.00
Total CONNECTING POINT			524.00
Crossroads Music LLC	94938	54213	47.09
01 1100 610 001 2	2026-2027 Instrument Supplies/Repairs		47.09
Total Crossroads Music LLC			47.09
CULLIGAN OF SCOTTSBLUFF	Oct. Stmt. 26a	54214	70.50
01 2620 431 001 2	Supplies		70.50
CULLIGAN OF SCOTTSBLUFF	Oct. Stmt. 26b	54214	272.50
01 2620 431 002 1	Supplies		272.50
Total CULLIGAN OF SCOTTSBLUFF			343.00
DAS State Accounting- Central Finance	1530628	54215	317.87
01 2224 382 000 0	DL Services		317.87
DAS State Accounting- Central Finance	1538614	54215	321.20
01 2224 382 000 0	DL Services		321.20
Total DAS State Accounting- Central Finance			639.07
Demco	7859098	54216	362.73
01 2220 610 002 1	Circ Extender		161.25
01 2220 610 002 1	Circ Extender		35.09
01 2220 610 002 1	Clear Glossy Label		79.99
01 2220 610 002 1	Film Fiber Tape		25.49
01 2220 610 002 1	Laminate Roll		24.96
01 2220 610 002 1	Shipping		35.95
Total Demco			362.73
DOLLAR GENERAL- REGIONS 410526	1001454838	54217	10.25
01 1100 610 001 2	SUPPLIES		10.25
DOLLAR GENERAL- REGIONS 410526	1001458617	54217	23.50
01 1100 610 001 2	SUPPLIES		23.50
Total DOLLAR GENERAL- REGIONS 410526			33.75
EDUCATIONAL SERVICE UNIT #13	92826	54218	61,685.15
01 1200 591 002 1	PURCHASED SERVICES- ESU		556.88
01 1200 591 001 2	PURCHASED SERVICES- ESU		556.87
01 1200 591 002 1	PURCHASED SERVICES- ESU		44.55

Account Number	Detail Description	Invoice Number	Check Number	Amount
01 1200 591 001 2	PURCHASED SERVICES- ESU			44.55
01 6408 591 002 1	PURCHASED SERVICES- ESU 0-2			1,166.40
01 6408 591 002 2	PURCHASED SERVICES- ESU 3-5			445.18
01 6408 591 002 1	PURCHASED SERVICES- ESU 0-2			49.68
01 6408 591 002 2	PURCHASED SERVICES- ESU 3-5			554.43
01 1200 591 002 1	PURCHASED SERVICES- ESU			3,698.18
01 1200 591 001 2	PURCHASED SERVICES- ESU			579.27
01 1200 591 002 1	PURCHASED SERVICES- ESU			10,600.00
01 1200 591 001 2	PURCHASED SERVICES- ESU			15,200.00
01 6408 591 002 1	PURCHASED SERVICES- ESU 0-2			1,491.06
01 6408 591 002 2	PURCHASED SERVICES- ESU 3-5			2,846.57
01 2712 519 002 1	CONTRACTED PUPIL TRANSPORTATION			504.00
01 2712 519 001 2	STUDENT TRANS. SVCS.			1,008.00
01 1200 591 001 2	PURCHASED SERVICES- ESU			2,849.00
01 1200 320 002 1	IN SERVICE			124.20
01 2224 340 000 0	OTHER PROF SERVICES			1,866.33
01 1200 890 002 1	MISCELLANEOUS EXPENSES			120.00
01 6408 890 002 1	MISCELLANEOUS EXPENSES			80.00
01 1100 330 002 1	STAFF DEVELOPMENT			50.00
01 1100 561 001 2	VALTS 4th Qtr 25-26			17,000.00
01 2120 330 001 2	STAFF DEVELOPMENT			50.00
01 1200 330 002 1	STAFF DEVELOPMENT			50.00
01 2410 330 002 1	STAFF DEVELOPMENT			50.00
01 2410 330 001 2	STAFF DEVELOPMENT			50.00
01 1190 330 002 1	STAFF DEVELOPMENT			50.00
Total EDUCATIONAL SERVICE UNIT #13				61,685.15
Embassy Suites by Hilton Lincoln	82374211		54219	397.03
01 1200 580 000 0	Conf. Motel- Batterman			397.03
Total Embassy Suites by Hilton Lincoln				397.03
Essential Screens	2026090422		54220	50.00
01 2510 890 000 0	Background Checks			50.00
Total Essential Screens				50.00
FERGUSON SIGNS	26090204		54221	255.00
01 2620 430 001 2	HS Service Call			255.00
Total FERGUSON SIGNS				255.00
FLINN SCIENTIFIC INC.	3305112		54222	1,273.47
01 1100 610 001 2	Tire Foot Pump			19.99
01 1100 610 001 2	4 Sided Meter Stick			17.99
01 1100 610 001 2	Wooden Meter Stick			69.90
01 1100 610 001 2	Flat Glass Mirror			59.90
01 1100 610 001 2	Resonance Tubes			169.95
01 1100 610 001 2	Hook Weight Set			349.95
01 1100 610 001 2	Super Spring & Stand			57.99
01 1100 610 001 2	Wood Splints			4.78
01 1100 610 001 2	Granulated Tin			113.98
01 1100 610 001 2	Sodium Hydroxide			11.99
01 1100 610 001 2	Granular Zinc			57.99
01 1100 610 001 2	Hydrochloric Acid			22.99
01 1100 610 001 2	Nitric Acid			41.99

Account Number	Detail Description	Check Number	Amount
01 1100 610 001 2	Lauric Acid		26.99
01 1100 610 001 2	Sodium Metal		81.98
01 1100 610 001 2	Shipping		165.11
Total FLINN SCIENTIFIC INC.			1,273.47
HOME DEPOT	1091428	54223	337.51
01 2610 610 001 2	Concession Stand Supplies		337.51
Total HOME DEPOT			337.51
IDEAL LINEN SUPPLY INC	Sept. Stmt. 26a	54224	651.60
01 2620 610 002 1	SUPPLIES		651.60
IDEAL LINEN SUPPLY INC	Sept. Stmt. 26b	54224	838.16
01 2620 610 001 2	SUPPLIES		838.16
Total IDEAL LINEN SUPPLY INC			1,489.76
Imagine Learning LLC	1182716	54225	440.00
01 1100 641 002 1	See Q-304606 for Edgenuity Single User		440.00
Total Imagine Learning LLC			440.00
Independent Plumbing & Heating Inc.	211373	54226	452.00
01 2610 610 002 1	SUPPLIES		452.00
Total Independent Plumbing & Heating Inc.			452.00
JW Pepper & Son, Inc.	368778928	54228	39.99
01 1100 610 001 2	2026-2027 Sheet Music		39.99
JW Pepper & Son, Inc.	368789525	54227	26.99
01 1100 610 001 2	2026-2027 Sheet Music		26.99
JW Pepper & Son, Inc.	368815249	54227	130.99
01 1100 610 001 2	2026-2027 Sheet Music		130.99
Total JW Pepper & Son, Inc.			197.97
LEGACY COOPERATIVE	814100619	54229	4,551.10
01 2710 626 000 0	GAS & DIESEL FUEL		4,551.10
Total LEGACY COOPERATIVE			4,551.10
MENARDS	53361	54230	77.94
01 2610 610 001 2	SUPPLIES		77.94
MENARDS	53553	54230	78.24
01 2610 610 002 1	SUPPLIES		78.24
MENARDS	53669	54230	100.87
01 2610 610 001 2	SUPPLIES		100.87
MENARDS	54066	54230	23.98
01 2610 610 001 2	SUPPLIES		23.98
Total MENARDS			281.03
NE COUNCIL OF SCHOOL ADMINISTRATORS	93310	54231	200.00
01 1200 810 000 0	NASES- Batterman		200.00
NE COUNCIL OF SCHOOL ADMINISTRATORS	93417	54231	140.00
01 2410 810 001 2	School Law Update- H. Peters		140.00
Total NE COUNCIL OF SCHOOL ADMINISTRATORS			340.00
Nebraska Labor Law Poster Service	2664093	54232	557.00
01 2320 610 000 0	Labor Law Posters		557.00

Account Number	Detail Description	Invoice Number	Check Number	Amount
Total	Nebraska Labor Law Poster Service			557.00
Nippon Sanso Matheson Inc.	33874572	54233		386.93
01 1100 610 001 2	See Quote 43675695119 for Welder Repairs			386.93
Nippon Sanso Matheson Inc.	33921527	54233		113.94
01 1100 610 001 2	Welding Supplies			113.94
Total	Nippon Sanso Matheson Inc.			500.87
NPW PRINT EXPRESS	5848	54234		544.69
01 2320 610 000 0	SUPPLIES			544.69
NPW PRINT EXPRESS	5848b	54234		318.84
01 2320 610 000 0	SUPPLIES			318.84
Total	NPW PRINT EXPRESS			863.53
OREGON TRAIL PLUMBING	23996	54235		125.00
01 2620 431 002 1	GS Service Call			125.00
Total	OREGON TRAIL PLUMBING			125.00
Perry, Guthery, Haase & Gessford, P.C., L.L.O.	091526	54236		1,706.00
01 2330 317 000 0	LEGAL SERVICES			1,706.00
Total	Perry, Guthery, Haase & Gessford, P.C., L.L.O.			1,706.00
PINNACLE BANK-VISA	002544	54237		126.75
01 2410 610 001 2	2026-2027 Parent/Teacher Supplies			126.75
PINNACLE BANK-VISA	093026	54237		1,899.80
01 2151 610 000 0	SUPPLIES			390.00
01 2151 610 000 0	SUPPLIES			210.00
01 3535 810 001 2	DUES & FEES			25.00
01 2190 810 001 2	DUES & FEES			36.04
01 2710 810 000 0	DUES & FEES			12.00
01 2120 810 000 0	Justice Case Listing			4.00
01 2230 610 000 0	Easy Badges			698.00
01 6968 580 002 1	TRAVEL EXPENSE			57.32
01 1100 610 001 2	SUPPLIES			89.40
01 2710 626 000 0	GAS & DIESEL FUEL			81.38
01 1200 580 000 0	TRAVEL EXPENSE			46.51
01 1200 580 000 0	TRAVEL EXPENSE			42.69
01 1200 580 000 0	TRAVEL EXPENSE			14.38
01 2710 626 000 0	GAS & DIESEL FUEL			46.17
01 2151 580 000 0	TRAVEL EXPENSE			89.32
01 2151 580 000 0	TRAVEL EXPENSE			57.59
PINNACLE BANK-VISA	13312	54237		165.88
01 1100 610 001 2	2026-2027 Groceries			165.88
PINNACLE BANK-VISA	604377	54237		295.62
01 1100 610 001 2	2026-2027 Groceries			295.62
PINNACLE BANK-VISA	72792	54237		64.97
01 1100 610 001 2	2026-2027 Groceries			64.97
PINNACLE BANK-VISA	809991	54237		56.59
01 1100 610 001 2	2026-2027 Groceries			56.59
PINNACLE BANK-VISA	86	54237		342.00
01 2410 610 001 2	2025-2026 PT Conf Supplies			342.00
PINNACLE BANK-VISA	87158	54237		53.46
01 1100 610 001 2	2026-2027 Groceries			53.46

Account Number	Detail Description	Invoice Number	Check Number	Amount
Total	PINNACLE BANK-VISA			3,005.07
Prestige Group Inc.	L2026-173		54238	3,550.00
01 2710 442 000 0	Bus Lease			3,550.00
Total	Prestige Group Inc.			3,550.00
QUILL CORP.	50189389		54239	19.79
01 2320 610 000 0	SUPPLIES			19.79
QUILL CORP.	50197149		54239	47.99
01 2320 610 000 0	SUPPLIES			47.99
QUILL CORP.	50371564		54239	335.99
01 2320 610 000 0	SUPPLIES			335.99
QUILL CORP.	50397251		54239	972.96
01 2320 610 000 0	SUPPLIES			678.97
01 1190 610 000 0	SUPPLIES			293.99
QUILL CORP.	50483560		54239	306.98
01 1100 610 001 2	SUPPLIES			306.98
Total	QUILL CORP.			1,683.71
Rapid Fire Protection	132844		54240	600.00
01 2620 431 001 2	Annual Fire Alarm			600.00
Total	Rapid Fire Protection			600.00
ROCHESTER 100 INC.	127820		54241	101.23
01 1100 610 002 1	Nicky's Version 2 Folders, Metallic Gree			89.10
01 1100 610 002 1	Shipping			12.13
Total	ROCHESTER 100 INC.			101.23
S & S Worldwide	101784690		54242	482.97
01 1100 610 001 2	2026-2027 COOP			44.33
01 1190 610 000 0	2026-2027 COOP			405.10
01 6968 610 002 1	2026-2027 COOP			33.54
S & S Worldwide	101786714		54242	107.33
01 1100 610 002 1	2026-2027 COOP			107.33
S & S Worldwide	101787270		54242	60.94
01 6200 610 002 1	2026-2027 COOP			2.14
01 1190 610 000 0	2026-2027 COOP			58.80
S & S Worldwide	101804313		54242	220.49
01 2190 610 001 2	2026-2027 COOP			108.78
01 1100 610 002 1	2026-2027 COOP			102.31
01 1190 610 000 0	2026-2027 COOP			9.40
S & S Worldwide	101812442		54242	7.99
01 1100 610 001 2	2026-2027 COOP			7.99
Total	S & S Worldwide			879.72
SmartWAVE Technologies	156134		54243	2,340.00
01 2230 735 000 0	See Attached for RUCKUS Subscription			2,340.00
Total	SmartWAVE Technologies			2,340.00
Soar Pediatric Therapy, LLC	2595		54244	3,187.65
01 2173 591 000 0	PURCHASED SERVICES			310.23
01 2172 591 000 0	PURCHASED SERVICES			459.20
01 1200 591 000 0	PURCHASED SERVICES			141.36

Mitchell Public Schools
10/09/2026 10:38 AM
Vendor Name

Board Report - Detail after checks are printed
Unposted; Batch Description October 2026 Bills Payable-0001

Page: 7
User ID: KLM

Account Number	Detail Description	Invoice Number	Check Number	Amount
01 1200 591 001 2	PURCHASED SERVICES			1,958.43
01 1200 591 002 1	PURCHASED SERVICES			318.43
Total Soar Pediatric Therapy, LLC				3,187.65
Valley Vision Consultant, LLC		1017	54245	1,914.76
01 1200 810 000 0	DUES & FEES			208.51
01 1200 810 001 2	DUES & FEES			590.25
01 1200 810 002 1	DUES & FEES			1,116.00
Total Valley Vision Consultant, LLC				1,914.76
WPCI		0073814-IN	54246	292.00
01 2190 810 001 2	Sept. Student Testing			292.00
WPCI		0074484-IN	54246	250.00
01 2710 340 000 0	Random Pool Mgt.Policy Update			250.00
Total WPCI				542.00
Fund Number 01				124,628.78
Checking Account ID 1				124,628.78
Checking Account ID 8	Fund Number 08	SPEC. BUILDING FUND		
Fisher Tracks, Inc.	8864	1896		98,463.00
08 4700 720 001 2	Track Re-Surface			98,463.00
Total Fisher Tracks, Inc.				98,463.00
Legacy Flooring Center	457	1897		899.00
08 4700 720 001 2	DL Carpet			899.00
Total Legacy Flooring Center				899.00
Fund Number 08				99,362.00
Checking Account ID 8				99,362.00

INTERLOCAL COOPERATIVE AGREEMENT
AMENDED MARCH 11, 2025- JUNE 9, 2026

This **AMENDED INTERLOCAL COOPERATIVE AGREEMENT** made and entered into by and between Banner County Public School District No. 04-0001 (hereinafter referred to as "Banner County"), Bayard Public School District No. 62-0021 (hereinafter referred to as "Bayard"), Bridgeport Public School District No. 62-0063 (hereinafter referred to as "Bridgeport"), Creek Valley Public School District No. 25-0025 (hereinafter referred to as "Creek Valley"), Gering Public School District No. 79-0016 (hereinafter referred to as "Gering"), Kimball Public School District No. 53-0001 (hereinafter referred to as "Kimball"), Leyton Public School District No. 17-0003 (hereinafter referred to as "Leyton"), Minatare Public School District No. 79-0002 (hereinafter referred to as "Minatare"), Mitchell Public School District No. 79-0031 (hereinafter referred to as "Mitchell"), Morrill Public School District No. 79-0011 (hereinafter referred to as "Morrill"), and ~~Sidney Public School District No. 17-0001 (hereinafter referred to as "Sidney")~~, collectively referred to in this Interlocal Cooperative Agreement as the "parties".

RECITALS

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

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

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

1. NAME

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

2. PURPOSE

Banner County, Bayard, Bridgeport, Creek Valley, Gering, Kimball, Leyton, Minatare, Mitchell, Morrill, ~~and Sidney~~ hereby agree pursuant to the terms of this Interlocal Cooperative Agreement that there is hereby established an Interlocal Cooperative Agreement pursuant to Sec. 13-804 R.R. S. 1943 et seq. hereby establishing a separate

entity for the purpose of providing for the general education needs and providing educational services as identified and required by member school districts and further providing for economy, efficiency and cost effectiveness in the cooperative delivery of education services.

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

Mitchell Public School District # 31	=	8 slots
Gering Public School District #16	=	5 slots
Bridgeport Public School District #63	=	3 slots
Morrill Public School District #11	=	3 slots
Bayard Public School District #21	=	2 slots
Minatare Public School District #2	=	2 slots
Creek Valley Public School District #25	=	1 slot
Kimball Public School District #1	=	1 slot
Banner County Public School District #1	=	1 slot
Leyton Public School #3	=	1 slot
~~Sidney Public School District #1~~	~~=~~	~~1 slots~~

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

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

3. GOALS

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

8. To provide an alternative, diversified environment where students can achieve success.

4. MISSION

VALTS creates a safe, personalized learning environment where students reclaim their path to school, develop resiliency and life skills, and graduate prepared for future academic and career success.

5. VISION

Every student achieves individual success—becoming resilient, confident, and empowered to contribute meaningfully to their communities—thriving in a flexible learning environment where barriers are removed and support is always available.

6. VALUES

V – Value Relationships (*Service & Hospitality / Healthy Partnerships*)

We build strong, respectful relationships with every student, family, and each other while providing second chances without stigma.

A – Adapt for Each Learner (*Innovation*)

We provide flexible learning and remove barriers to meet students where they are.

L – Learn for Life (*Empowering Leadership*)

We teach academic and life skills so students are prepared for their future.

T – Take Ownership (*Empowering Leadership*)

We hold ourselves and our students accountable for growth, effort, and results.

S – Strengthen Community (*Healthy Partnerships / Nurturing Communication*)

We partner with families and communities to support every student.

7. PHILOSOPHY

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

8. DURATION

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

9. NOTICE OF PARTICIPATION

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

A district shall notify ESU #13 and the VALTS Board of Education of its intent to increase slots in the VALTS program for the upcoming year by February 1st of the current school year. If such notification is received by ESU #13 and the VALTS Board of Education after February 1st, then such change shall be subject to the approval of ESU #13 and the VALTS Board of Education as to if it will become effective for the upcoming year.

A district shall notify ESU #13 and the VALTS Board of Education of its intent to decrease slots in the VALTS program for the upcoming year by February 1st of the current school year. If such notification is received by ESU #13 and the VALTS Board of Education after February 1st, then such change shall not become effective for the upcoming year, but shall become effective for the following year.

If a party is completely withdrawing from the VALTS program, it must give notice before February 1st of the current school year, and such withdrawal shall become effective two years from the end of the school year notification is received. A party who has withdrawn shall have no right to accumulated assets of the Interlocal Cooperative Agency, nor shall the withdrawing party have a right to require the remaining parties to liquidate or otherwise dispose of assets of the Interlocal Cooperative Agency.

10. GENERAL POWERS

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

11. GENERAL ORGANIZATION

This Interlocal Cooperative Agency shall be governed by a Board of Education which shall be comprised of three duly elected Board of Education members from the district that purchases the most slots, two duly elected Board of Education members from the district that purchases the second most slots, and two duly elected Board of Education members from the district that purchases the third most slots. In the event of a tie, the superintendents of the participating districts shall determine the appropriate district(s) to

provide Board of Education members. Members of the Board shall receive no compensation for their services, but shall be reimbursed for the actual and necessary expenses incurred in the performance of their duties. The Board shall elect from its members a President and a Vice President. The Board will also elect a Secretary and appoint the ESU #13 Business Manager as the Treasurer. The Board may receive for a purpose for which is made available any school district, county, state, or federal funds made available to it or funds or property received from any source for operating expenses and for the purpose of matching any funds that may be made available to it on a matching basis by any state or federal agency. The Board shall further have the power to contract for services connected with the operation of this Interlocal Cooperative Agency as needs and interest demand and shall establish fees and charges for services including the power to establish tuition rates for course of instruction offered and shall have the power to exercise any other powers, duties and responsibilities necessary to carry out the purpose of the Interlocal Cooperative Agency authorized by the laws of the State of Nebraska.

12. PURCHASING PROCEDURES

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

13. TERMINATION-DISPOSAL OF ASSETS

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

Mitchell Public School District #31	=	29.63%
Gering Public School District #16	=	18.52%
Bridgeport Public School District #63	=	11.11%
Morrill Public School District #11	=	11.11%
Bayard Public School District #21	=	7.41%
Minatare Public School District #2	=	7.41%
Creek Valley Public School District #25	=	3.7%
Kimball Public School District #1	=	3.7%
Banner County Public School District #1	=	3.7%
Leyton Public School District #3	=	3.7%
~~Sidney Public School District #1~~	~~=~~	~~3.4%~~
		100%

This **AMENDED AGREEMENT** shall be effective upon its approval by the Board of Education of Banner County Public School District No. 04-0001, the Board of Education of

Bayard Public School District No. 62-0021, the Board of Education of Bridgeport Public School District No. 62-0063, the Board of Education Creek Valley Public School District No. 25-0025, of the Board of Education of Gering Public School District No. 79-0016, the Board of Education of Kimball Public School District No. 53-0001, the Board of Education of Leyton Public School District No. 17-0003, the Board of Education of Minatare Public School District No. 79-0002, the Board of Education of Mitchell Public School District No. 79-0031, the Board of Education of Morrill Public School District No. 79-0011, and the Board of Education of Sidney Public School District No. 17-0001, and upon execution of such agreement by the Presidents of such school districts.

SIGNATURE PAGES TO FOLLOW

BANNER COUNTY PUBLIC SCHOOL
DISTRICT NO. 04-0001

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

BAYARD PUBLIC SCHOOL
DISTRICT NO. 62-0021

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

BRIDGEPORT PUBLIC SCHOOL
DISTRICT NO. 62-0063

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

CREEK VALLEY PUBLIC SCHOOL
DISTRICT NO. 25-0025

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

GERING PUBLIC SCHOOL
DISTRICT NO. 79-0016

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

LEYTON PUBLIC SCHOOL
DISTRICT NO. 17-0003

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

MINATARE PUBLIC SCHOOL
DISTRICT NO. 79-0002

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

MITCHELL PUBLIC SCHOOL
DISTRICT NO. 79-0031

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

MORRILL PUBLIC SCHOOL
DISTRICT NO. 79-0011

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

**INTERLOCAL COOPERATIVE AGREEMENT
AMENDED JUNE 9, 2026**

This **AMENDED INTERLOCAL COOPERATIVE AGREEMENT** made and entered into by and between Banner County Public School District No. 04-0001 (hereinafter referred to as "Banner County"), Bayard Public School District No. 62-0021 (hereinafter referred to as "Bayard"), Bridgeport Public School District No. 62-0063 (hereinafter referred to as "Bridgeport"), Creek Valley Public School District No. 25-0025 (hereinafter referred to as "Creek Valley"), Gering Public School District No. 79-0016 (hereinafter referred to as "Gering"), Kimball Public School District No. 53-0001 (hereinafter referred to as "Kimball"), Leyton Public School District No. 17-0003 (hereinafter referred to as "Leyton"), Minatare Public School District No. 79-0002 (hereinafter referred to as "Minatare"), Mitchell Public School District No. 79-0031 (hereinafter referred to as "Mitchell"), and Morrill Public School District No. 79-0011 (hereinafter referred to as "Morrill"), collectively referred to in this Interlocal Cooperative Agreement as the "parties".

RECITALS

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

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

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

1. NAME

The name of the Interlocal Cooperative Agency hereby established shall be:

VALLEY ALTERNATIVE LEARNING TRANSITIONING SCHOOL (hereinafter referred to as "VALTS")

2. PURPOSE

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

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

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

Mitchell Public School District # 31	=	8 slots
Gering Public School District #16	=	5 slots
Bridgeport Public School District #63	=	3 slots
Morrill Public School District #11	=	3 slots
Bayard Public School District #21	=	2 slots
Minatare Public School District #2	=	2 slots
Creek Valley Public School District #25	=	1 slot
Kimball Public School District #1	=	1 slot
Banner County Public School District #1	=	1 slot
Leyton Public School #3	=	1 slot

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

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

3. GOALS

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

4. MISSION

VALTS creates a safe, personalized learning environment where students reclaim their path to school, develop resiliency and life skills, and graduate prepared for future academic and career success.

5. VISION

Every student achieves individual success—becoming resilient, confident, and empowered to contribute meaningfully to their communities—thriving in a flexible learning environment where barriers are removed and support is always available.

6. VALUES

V – Value Relationships (*Service & Hospitality / Healthy Partnerships*)

We build strong, respectful relationships with every student, family, and each other while providing second chances without stigma.

A – Adapt for Each Learner (*Innovation*)

We provide flexible learning and remove barriers to meet students where they are.

L – Learn for Life (*Empowering Leadership*)

We teach academic and life skills so students are prepared for their future.

T – Take Ownership (*Empowering Leadership*)

We hold ourselves and our students accountable for growth, effort, and results.

S – Strengthen Community (*Healthy Partnerships / Nurturing Communication*)

We partner with families and communities to support every student.

7. PHILOSOPHY

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

8. DURATION

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

9. NOTICE OF PARTICIPATION

The district will be committing to participate in VALTS for two school years beyond the current school year. Each member district agrees it shall budget and pay an assessed amount per slot as determined and agreed to each year by the VALTS Board of

Education. The VALTS Board of Education shall, on an annual basis, discuss procedures to address any shortfalls or excesses in the budget which may exist.

A district shall notify ESU #13 and the VALTS Board of Education of its intent to increase slots in the VALTS program for the upcoming year by February 1st of the current school year. If such notification is received by ESU #13 and the VALTS Board of Education after February 1st, then such change shall be subject to the approval of ESU #13 and the VALTS Board of Education as to if it will become effective for the upcoming year.

A district shall notify ESU #13 and the VALTS Board of Education of its intent to decrease slots in the VALTS program for the upcoming year by February 1st of the current school year. If such notification is received by ESU #13 and the VALTS Board of Education after February 1st, then such change shall not become effective for the upcoming year, but shall become effective for the following year.

If a party is completely withdrawing from the VALTS program, it must give notice before February 1st of the current school year, and such withdrawal shall become effective two years from the end of the school year notification is received. A party who has withdrawn shall have no right to accumulated assets of the Interlocal Cooperative Agency, nor shall the withdrawing party have a right to require the remaining parties to liquidate or otherwise dispose of assets of the Interlocal Cooperative Agency.

10. GENERAL POWERS

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

11. GENERAL ORGANIZATION

This Interlocal Cooperative Agency shall be governed by a Board of Education which shall be comprised of three duly elected Board of Education members from the district that purchases the most slots, two duly elected Board of Education members from the district that purchases the second most slots, and two duly elected Board of Education members from the district that purchases the third most slots. In the event of a tie, the superintendents of the participating districts shall determine the appropriate district(s) to provide Board of Education members. Members of the Board shall receive no compensation for their services, but shall be reimbursed for the actual and necessary expenses incurred in the performance of their duties. The Board shall elect from its members a President and a Vice President. The Board will also elect a Secretary and

appoint the ESU #13 Business Manager as the Treasurer. The Board may receive for a purpose for which is made available any school district, county, state, or federal funds made available to it or funds or property received from any source for operating expenses and for the purpose of matching any funds that may be made available to it on a matching basis by any state or federal agency. The Board shall further have the power to contract for services connected with the operation of this Interlocal Cooperative Agency as needs and interest demand and shall establish fees and charges for services including the power to establish tuition rates for course of instruction offered and shall have the power to exercise any other powers, duties and responsibilities necessary to carry out the purpose of the Interlocal Cooperative Agency authorized by the laws of the State of Nebraska.

12. PURCHASING PROCEDURES

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

13. TERMINATION-DISPOSAL OF ASSETS

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

Mitchell Public School District #31	=	29.63%
Gering Public School District #16	=	18.52%
Bridgeport Public School District #63	=	11.11%
Morrill Public School District #11	=	11.11%
Bayard Public School District #21	=	7.41%
Minatare Public School District #2	=	7.41%
Creek Valley Public School District #25	=	3.7%
Kimball Public School District #1	=	3.7%
Banner County Public School District #1	=	3.7%
Leyton Public School District #3	=	3.7%
		100%

This **AMENDED AGREEMENT** shall be effective upon its approval by the Board of Education of Banner County Public School District No. 04-0001, the Board of Education of Bayard Public School District No. 62-0021, the Board of Education of Bridgeport Public School District No. 62-0063, the Board of Education Creek Valley Public School District No. 25-0025, of the Board of Education of Gering Public School District No. 79-0016, the Board of Education of Kimball Public School District No. 53-0001, the Board of Education of Leyton Public School District No. 17-0003, the Board of Education of Minatare Public School District No. 79-0002, the

Board of Education of Mitchell Public School District No. 79-0031, and the Board of Education of Morrill Public School District No. 79-0011, and upon execution of such agreement by the Presidents of such school districts.

SIGNATURE PAGES TO FOLLOW

BANNER COUNTY PUBLIC SCHOOL
DISTRICT NO. 04-0001

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

BAYARD PUBLIC SCHOOL
DISTRICT NO. 62-0021

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

BRIDGEPORT PUBLIC SCHOOL
DISTRICT NO. 62-0063

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

CREEK VALLEY PUBLIC SCHOOL
DISTRICT NO. 25-0025

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

GERING PUBLIC SCHOOL
DISTRICT NO. 79-0016

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

LEYTON PUBLIC SCHOOL
DISTRICT NO. 17-0003

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

MINATARE PUBLIC SCHOOL
DISTRICT NO. 79-0002

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

MITCHELL PUBLIC SCHOOL
DISTRICT NO. 79-0031

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

MORRILL PUBLIC SCHOOL
DISTRICT NO. 79-0011

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

Expenditure Summary
Regular; Processing Month 09/2026

Fund Number		Budget	Month to Date	Year to Date	Balance	% Used
9	Expenditure					
01	GENERAL FUND	12,673,074.00	805,531.36	805,531.36	11,867,542.64	8.44
02	DEPRECIATION FUND	427,278.00	0.00	0.00	427,278.00	0.00
03	EMPLOYEE BENEFITS FUND	107,404.00	4,648.85	4,648.85	102,755.15	4.33
05	ACTIVITY FUND	913,365.00	37,178.42	37,178.42	876,186.58	4.68
06	FOOD SERVICE	413,702.00	22,670.37	22,670.37	391,031.63	5.48
08	SPEC. BUILDING FUND	1,573,286.00	0.00	0.00	1,573,286.00	0.00
09	QP BUILDING	0.00	0.00	0.00	0.00	0.00
9	Expenditure	16,108,109.00	870,029.00	870,029.00	15,238,080.00	7.08

GF LY: 9.34%

Cash Flow Report
Regular; Processing Month 09/2026

		Beginning Cash	Revenues	Expenses	Payables Change	Ending Cash
01	GENERAL FUND	2,732,522.36	1,264,001.75	(805,531.36)	0.00	3,190,992.75
02	DEPRECIATION FUND	427,254.17	574.81	0.00	0.00	427,828.98
03	EMPLOYEE BENEFITS FUND	32,305.15	5,188.03	(4,648.85)	0.00	32,844.33
05	ACTIVITY FUND	521,212.84	31,205.40	(37,178.42)	0.00	515,239.82
06	FOOD SERVICE	78,021.73	24,270.60	(22,670.37)	0.00	79,621.96
08	SPEC. BUILDING FUND	1,213,481.46	47,389.10	0.00	0.00	1,260,870.56
Grand Total:		5,004,797.71	1,372,629.69	(870,029.00)	0.00	5,507,398.40

Policy No. 5011 - Parent-Student Handbook

Students

Each year the Board of Education shall adopt a Parent-Student Handbook. The rules, procedures, and practices adopted in the Parent-Student Handbook shall have the effect of Board Policy and shall control over any earlier-adopted Board policy to the extent of the conflict.

Date of Adoption: Wednesday, May 6, 2026

Policy No. 5012 - Military Recruiters

Students

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

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

Legal Reference: Neb. Rev. Stat. Sec. 79-2,156

Date of Adoption: Wednesday, May 6, 2026

Policy No. 5102 - Alternative Education Programs or Plans For Expelled Students

Students

In the event action is being taken to expel a student from this school district, the Administration may offer the student an alternative school, class, or educational program (hereinafter referred to as an "alternative program"); or (2) the development of a plan of behavior modification, educational objects, and financial resources and community programs available to meet the behavioral and educational objects, and monthly reviews to assess the student's progress toward meeting the specified goals and objects. An expelled student may not be required to attend the alternative program.

A. ALTERNATIVE EDUCATION PROGRAM:

The Superintendent or Superintendent's designee is hereby granted the authority to arrange and plan for a student's alternative educational program, based on the available resources and student's individual circumstances.

B. EDUCATION PLAN PROGRAM:

If the administration elects not to provide an alternative education program, or if a student declines to participate in the alternative education program, the following procedures shall be followed:

- (1) A conference shall be called by a school administrator and held to assist the district in the development of a plan with the participation of a parent or a legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved with juvenile justice.
- (2) The plan shall be in writing and adopted by a school administrator and presented to the student and the parent or legal guardian.
- (3) The plan shall:
 - (a) Specify guidelines and consequences for behaviors which have been identified as preventing the student from achieving the desired benefits from the educational opportunities provided,
 - (b) Identify educational objectives that must be achieved in order to receive credits toward graduation,
 - (c) Specify the financial resources of the community programs available to meet both the educational and behavioral objects identified, and
 - d) Require the student to attend monthly reviews in order to assess the student's progress toward meeting the specified goals and objectives.

The school district shall submit such plan on the form "Section 79-266(2) Plan" attached to this policy as Appendix "1".

Legal Reference: Neb. Rev. Stat. Sec. 79-266

NDE Rule 17

Date of Adoption: Wednesday, May 6, 2026

SECTION 79-266(2) PLAN

Student: _____

Date and Participants: _____

(List parent or legal guardian, school representative, and community or agency representative)

(a) Guidelines and Consequences for Behaviors

The student has been recommended for expulsion for conduct as specified in correspondence and memoranda recently provided to the student and the student's parents or guardian. This conduct has had the effect of preventing the student from achieving the desired benefits from the educational opportunities provided. The student is expected to conform his conduct to the school rules for which he has been recommended for expulsion and all other established school rules. Further disciplinary measures, including possible future expulsions, can result from future violations of such behavioral guidelines and expectations.

(b) Educational Objectives

In order to graduate, the student needs to receive the credits listed in Attachment "A", subject to future modifications in graduation requirements.

(c) Financial Resources and Community Programs Available

The financial resources and community programs available to meet the educational and behavioral objectives identified in this plan include school resources (e.g., upon return from the recommended expulsion, counseling with the school counselor, and meetings with the school administration and teachers) and community organizations which assist young people (e.g., civic organizations, local college and university programs, and community college programs).

(d) Monthly Reviews & Other

During the period of the expulsion, the student shall be required to attend monthly reviews with the Principal or designee to assess the student's progress toward meeting the specified goals and objectives. The student shall be responsible for contacting the named school official to schedule the monthly meetings. (Attach separate sheet for any additional information or terms of plan).

Dated this _____ day of _____, 20 ____, adopted by the school administrator after a conference held to assist the district in the development of the plan with the participation of a parent or legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved in juvenile justice, and presented to the student and parent or legal guardian at the conference prior to the student being expelled in accordance with law.

Adopted by _____

[Administrator]

Attachments: Attachment "A" (academic credits needed to graduate or other, if applicable)

Policy No. 5103 - Extracurricular Activity Discipline

Students

Section 1 Extracurricular Activity Philosophy

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens.

Safety

The District's philosophy is to maintain an activities program which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Section 2 Extracurricular Activity Code of Conduct

Purpose of the Code of Conduct. Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community.

Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures, and rules.

Scope of the Code of Conduct.

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, dance team, Pep Club, Pep Band, vocal, band, speech and drama, One-Act, FBLA, FCCLA, Spanish Club, Art Club, Student Council, Student Advisory Board, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

Grounds for Extracurricular Activity Discipline. Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self respect, self-

discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been determined by the Board of Education to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, bullying, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (including personal safety or security devices, such as tasers, mace and pepper spray, unless a District administrator gives prior approval) or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in an manner that is unlawful or contrary to school activity rules.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401, of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes

even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.

8. Public indecency.

9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.

10. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.

11. Repeated violation of any of the school rules.

12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.

13. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.

14. Willfully violating the behavioral expectations for those students riding [Name] Public Schools buses or vehicles used for activity purposes.

15. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.

16. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.

17. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.

18. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations in writing.

19. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

This Code of Conduct, and all school, coach, and sponsor level codes of conduct for extracurricular activities, are to be interpreted in accordance with free speech rights. Using social media sites, even while not on school grounds or at a school activity, to engage in conduct or speech that constitutes bullying, harassment, threats, advocates or depicts illegal activity (e.g., illegal drug use, alcohol use, or sexual activity), or causes a substantial disruption to school activities (or is reasonably forecast to create a substantial disruption) may result in discipline, including suspension or removal from the team or the activity, subject to free speech rights. These activities are to be reported to school administration. Consequences will be determined by coaches, sponsors and/or administration.

Drug and Alcohol Violations.

Meaning of Terms.

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the influence means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant.

Possession includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance. Possession includes situations where, for example:

- (1) Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and
- (2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.

In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon the student could safely do so. (Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

Consequences.

Students may be suspended from practices or participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses shall be determined by the school administration.

The disciplinary consequence will be determined based on consideration of the seriousness of the offense, any prior violations, the student's compliance with the self-reporting obligations, the student's level of cooperation and willingness to resolve the matter, and the student's demonstration of a commitment to not commit future violations.

Because of the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

Drugs and Alcohol.

An activity participant who violates the drug or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 45 days.
2. Second or Any Subsequent Offense: One calendar year.
3. Reduction for Self-Reporting: If the student has self-reported, the first violation shall be reduced to 21 days for the first violation. A commensurate reduction (approximately one-half, as determined by the administration) for a second or subsequent violation shall be given for self-reporting.
4. Reduction for Participation in Chemical Dependency Program: If the student and parents agree to participate in a school-approved program for chemical dependency, the consequence will be reduced to only the next activity in which the student was to participate (including at least one contest) in the case of a first violation, and to a commensurate reduction (approximately 80%, as determined by the administration, for a second or subsequent violation).

The program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of program must be submitted in writing to the Activities Director. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extracurricular activities for one calendar year. All costs associated with the program are to be borne by the student/parent or guardian.

5. More Serious Violations: In the event of more serious drug or alcohol violations, such as students engaging in use of especially serious drug offenses (cocaine, meth, etc.) or procuring alcohol for minors, the consequence of the violation is not limited by the foregoing, and may be established in the good discretion of the administration.

Steroid Offenses. A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 60 consecutive days.
2. Second or Any Subsequent Offense: One calendar year.

When Suspensions Begin. All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

Letters and Post-Season Honors. A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the Athletic Director's approval, may make an exception where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors.

Self-Reporting. A student who violates the Code of Conduct must self-report. The self-report must be made to: the principal, athletic director, or the head coach or sponsor of an activity in which the student participates. The student's parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.

In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. Students may be disciplined for a failure to be honest and forthright.

Determining a Violation Has Occurred. A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
3. When a student admits to violating one of the standards of the Code of Conduct.
4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

Procedures for Extracurricular Discipline. The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.
2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.
 - a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
 - b. The suspension may be imposed prior to the meeting if the meeting can not reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.
3. Notice Letter. Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will notify the student and the student's parents or guardian. The student and parents or guardian will be informed of the opportunity to request an informal hearing.
4. Informal Hearing Before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent by sending a written request to the Superintendent. The Superintendent may designate the Athletic Director or

another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.

- a. The request for a hearing must be received by the Superintendent within five days of the Principal notifying the student of the discipline.
 - b. If a hearing is requested:
 - i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
 - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
 - iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session).
5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

Section 3 Attendance

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined by the Activities Director and the attendance policy are ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance for the full day. A student who is not in attendance the full day is ineligible for the contest, performance, or activity, unless otherwise excused. An exception must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

Section 4 Academic Standards

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities must show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

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

Eligibility criteria for part-time students is governed by Policy 5004, NSAA bylaws, and state law.

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

Date of Adoption: Wednesday, May 6, 2026

Policy No. 5104 - Drug and Substance Use and Prevention

Students

Drug-Free Schools

The District shall implement regulations and practices which will ensure compliance with the Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

Education and Prevention

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, the District will have proper in-service orientation and training for all employed staff.

Standards of Conduct; Notice to Students and Parents

Students are to be provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It shall be the further policy of the District to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be signed by both student and parent or guardian and returned to the respective Principal. It shall contain in prominent letters the following language:

"RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING [NAME] PUBLIC SCHOOLS HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE

MEASURES BEING TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS."

Drug and Alcohol Education and Prevention Program of the District Pursuant to the Safe and Drug-Free Schools and Communities Laws and Regulations

Students are to be provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs

Students are to be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

Safe and Drug-Free Schools-- Parental Notice of Right to Withdraw

Parents will be notified that, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

Standards of Student Conduct Pertaining to the Possession, Use, or Distribution of Illicit Drugs, Alcohol or Tobacco.

These standards are in addition to standards of student conduct elsewhere adopted by Board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs, alcohol or tobacco (including electronic nicotine delivery systems) on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.

2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
6. Possession, use or distribution of any tobacco product (including electronic nicotine delivery systems).

Disciplinary Sanctions

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

Intervention

The [Name] Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

Administration

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Date of Adoption: Wednesday, May 6, 2026

Policy No. 5201 - Promotion and Retention

Students

Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the Principal, in consultation with the student's teachers and counselor, to be appropriate for the educational interests of the student and the school's educational program.

If a parent or guardian would like their student to retake a grade level, the parent or guardian must meet with the Superintendent or designee to discuss the student repeating a grade. At that meeting, the parent or guardian must provide evidence of academic needs, illness, or excessive absenteeism that would warrant the student to repeat the grade. A student in kindergarten through fourth grade may be retained due to academic needs, illness, or excessive absenteeism. A student in grades fifth through twelfth grade may be retained due to excessive absenteeism. At such meeting, the Superintendent or designee shall identify any alternative educational opportunities, including remedial instruction, if applicable, and verify any special education supports available to such student. If the student's parent or guardian still intends for their student to repeat a grade, such parent or guardian shall then complete the required form and return such form to the District. Upon completion of the form and if all requirements pursuant to this policy and law are met, the District shall permit the student to repeat the student's grade for the next school year.

Legal Reference: Neb. Rev. Stat. Sec. 79-526 & 79-2,161

Date of Adoption: Wednesday, May 6, 2026

Policy No. 5202 - Student Records

Students

School staff shall maintain student records in compliance with state and federal law.

Confidentiality of Student Records.

Student files and other education records shall not be released or divulged except in compliance with state and federal law.

School officials may have access to only those education records in which they have a legitimate educational interest, unless the parent has given written and dated consent for the access or otherwise allowed by law. A school official who violates this restriction may be subject to disciplinary action up to and including termination.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility and effectively provide the function or service for which they are responsible.

A school official for purposes of access to education records is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

To the extent permitted by law, contractors, consultants and volunteers may be permitted to have access to education records where they are performing a function or service that would otherwise be done by a school employee. Their access is limited to education records in which they have a legitimate educational interest; which means records needed to effectively provide the function or service for which they are responsible.

Student and Parent Access to Student Records.

A parent or guardian of a student or former student, and a student or former student who is eighteen (18) years of age or older, shall be given the opportunity upon request to inspect and review the education records of the student or former student. Non-custodial parents will be provided full and equal access to the education records of his or her child unless there is a court order to the contrary.

Maintenance and Destruction.

Student files or records shall be so maintained so as to separate academic and disciplinary matters. All disciplinary material in a student's file shall be removed and destroyed after the student's continuous absence from the school for a period of three (3) years.

Amendment of Student Records.

Parents and eligible students (a student who has reached 18 years of age or is attending an institution of postsecondary education) have the right to challenge any information contained in the records that they believe is inaccurate, misleading or violates the privacy rights of the student. Such a challenge may be made by making a written request to the Principal to amend the records. If a decision is made not to amend the education records in accordance with the request, the Principal shall so inform the parents of the student and the Superintendent. The parent shall be advised of the right to a hearing.

If a hearing is requested, the Superintendent shall conduct a hearing (or delegate the role to another school official who does not have a direct interest in the outcome of the hearing) and provide the parent or eligible student a full and fair opportunity to present evidence relevant to the issues raised in conformance with applicable law.

Legal Reference: Neb. Rev. Stat. Sections 42-364(4) and 42-381,

Neb. Rev. Stat. Sec. 43-3001

Neb. Rev. Stat. Sections 79-2104, and 79-2105,

Neb. Rev. Stat. Sec. 79-539

Neb. Rev. Stat. Sections 84-1201, to 84-1220,

Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g

Date of Adoption: Wednesday, May 6, 2026

Policy No. 5202z - Notification of Rights Under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1) The right to inspect and review the student's education records within 45 days of the day the District receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading at the time the record was created.

Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3) The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests or otherwise allowed by law. A school official is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the District discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Office of the Chief Privacy Officer

U.S. Department of Education

400 Maryland Avenue, S.W.

Washington, D.C. 20202

Notice Concerning Directory Information

The District may disclose directory information. The primary purpose of directory information is to allow the District to include information from your child's education records in certain school publications. Examples may include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Under FERPA, "directory information" is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. The types of personally identifiable information that the District has designated as directory information are as follows:

1. Student's Name, address, telephone number, and the name, address, telephone number, e-mail address and other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student;
2. School and dates of attendance;
3. Student's current grade;
4. Student's enrollment status (e.g. full-time or part-time);
5. Student's extra-curricular participation;
6. Student's achievement awards or honors;

7. Student's weight and height if a member of an athletic team; and
8. Student's photograph.

Notwithstanding the foregoing, the District does not designate as directory information personally identifiable information from students' education records where the District determines that the disclosure to the potential recipient poses a risk to student safety or well-being, including but not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student, or would otherwise not be in a student's best interests.

A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. Parents or guardians may refuse to allow their student's information to be designated as "directory information" at any time during the school year, so long as the parent or guardian notifies the Superintendent in writing.

Notice Concerning Designation of Law Enforcement Unit:

The District designates the [Name] Police Department as the District's "law enforcement unit" for purposes of (1) enforcing any and all federal, state or local law, (2) maintaining the physical security and safety of the schools in the District, and (3) maintaining safe and drug free schools.

Policy No. 5203 - Academic Progress R

Students

The Superintendent will be responsible for implementing a uniform system for appraising and reporting the development of students' academic and behavioral skills.

Communicating student progress to parents shall be the responsibility of the building administrator and the classroom teacher. Written reports of student progress will be made available to parents at the conclusion of each quarter. It is recommended that two parent-teacher conferences or acceptable substitutes be held in both the elementary and junior-senior high school each year. Additional reporting of student progress is encouraged whenever progress or lack of progress is of an unusual nature.

Date of Adoption: Wednesday, May 6, 2026

Policy No. 5204 - Grading System R

Students

The grading system of [Name] Public Schools shall be as follows:

a. Grading periods of approximately nine (9) weeks shall be used four (4) times per year.

b. Achievement marks shall be given on a numerical basis for all grades 4-12, with the marks of 69 or lower considered a failure. A special grading report for the K-3, on a different basis, shall be used.

c. The grading and conversion scale are as follows:

A	=	4.0	93-100	D+	=	1.5	76-77
B+	=	3.5	91-92	D	=	1.0	70-75
B	=	3.0	86-90	F	=	0	0-69
C+	=	2.5	84-85	P	=	0	70-Above
C	=	2.0	78-83	NG	=	0	0-69

d. For all other grading reports received on transfer students, the Superintendent and/or principal shall convert these to an approximately equal grade on our system.

e. Staff members may use whatever method they determine professionally appropriate in the day-to-day grading, but shall prepare grade reports based on numerical values. Each staff member, however, must be able to justify whatever method chosen. The following criteria should be used in determining the numerical value of the grade.

1. Achievement in relation to class objectives.
2. Class participation.
3. Mental ability of student in relation to the total class and required work.
4. Evidence the student is exceeding the class requirements and delving further.

f. On excused absences of secondary students, they shall be allowed two (2) days for each day missed to complete work assigned, unless the teacher otherwise designates. After this period elapses, all work not handed in or completed shall receive a zero.

g. On unexcused absences, the teacher may decide that all work assigned will receive a zero, or a grade assigned for class participation shall also receive a zero, and also possibility of a disciplinary action.

h. All grade reports will contain the numerical grade for each subject, as well as the following: absences, tardiness, deportment, comments (if instructor desires).

Date of Adoption: Wednesday, May 6, 2026

Policy No. 5205 - Graduation

Students

To participate in commencement exercises or receive a [Name] Public Schools diploma, a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions, except as otherwise required by state law. Students who graduate from [Name] Public Schools must accumulate 200 hours. The total graduation requirements must include the following core curriculum:

English Language Arts	40	Semester Hours
Science	30	Semester Hours
Math	30	Semester Hours
Social Studies	30	Semester Hours
Physical Education	10	Semester Hours
Required	110	Semester Hours
Electives	90	Semester Hours

In addition, every student must complete at least one five-credit high school course in personal finance or financial literacy prior to graduation. Each student shall also complete and submit a Free Application for Federal Student Aid prior to graduation, unless the required opt-out form is completed by either: (1) the student's parent or legal guardian; (2) the Principal, if the Principal determines that good cause exists not to require the student to complete the FAFSA; or (3) an emancipated student or student of at least 19 years of age.

Notwithstanding any other provision of this policy, a student who is or was under the jurisdiction of a juvenile court and placed in out-of-home care at any time during the student's high school enrollment shall be eligible to graduate from the District if (1) the student, at any point in time, was enrolled in high school in the District, and (2) the student has met the minimum graduation requirements established by state law.

Legal Reference: Neb. Rev. Stat. Sec. 79-729

Neb. Rev. Stat. Sec. 79-3003

NDE Rule 10

Date of Adoption: Wednesday, May 6, 2026

Policy No. 5207 - Make-up Work

Students

Make-up work for students who are absent from school shall be governed by guidelines developed by the Principal and classroom teacher.

The make-up work of students will be counted for course credit when satisfactorily completed according to the guidelines.

To receive credit for work missed due to excused absences (e.g., personal illness, bereavement or emergency in the family, participation in an approved school activity), each student, upon returning to school, is responsible for requesting make-up assignments and completing the make-up assignments by the due date.

The date when make-up work is due will be determined by the Principal or classroom teacher. Students who plan to miss school due to scheduled school activity or a parent requested prearranged absence may request assignments and make arrangements to complete part of all of the work prior to the absence.

Students and parents/guardians are advised that equivalent experiences for students who miss class are difficult and sometimes impossible to recreate. Parents/guardians are also advised that testing and summarizing activities often are scheduled at the end of the quarter and the end of the semester. Parent-requested prearranged absences should be avoided during these times.

Date of Adoption: Wednesday, May 6, 2026

RESOLUTION

WHEREAS, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications by October 15th for the following school year; and,

WHEREAS, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs for the following school year; and,

WHEREAS, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

NOW, THEREFORE, BE IT RESOLVED that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix "1" to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix "1" to such Policy 5006, are repealed effective on the date of the passage of this resolution,

BE IT FURTHER RESOLVED that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "1" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

BE IT FURTHER RESOLVED that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, member seconded the 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 Resolution having been consented to and approved by a majority of the members of the School Board, 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 ____ day of _____, 20__.

MITCHELL PUBLIC SCHOOLS

Attest: _____
Secretary

By: _____
President

Appendix “1” to Option Enrollment Policy

The following is Appendix “1” to Policy 5006 for the current school year. The Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Transitional Kindergarten	18	11	7
Kindergarten	62	45	17
First	62	40	22
Second	62	50	12
Third	62	50	12
Fourth	54	48	6
Fifth	62	50	12
Sixth	62	58	4
Seventh	62	50	12
Eighth	62	50	12
Ninth	60	55	5
Tenth	60	40	20
Eleventh	60	50	10
Twelfth	60	45	15

* Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District’s Director of Special Education or designee.

Mitchell Public Schools
Board of Education
Monday, October 12, 2026

Mitchell Elementary Report/Preschool Report
Submitted by: Mrs. Kaci Kearns, Principal

Tasks:

October:

Reviewing 26-27 Elementary Handbook

- *Section 1 Mission & Goals
- *Section 2 School Day
- *Section 3 Use of Building Grounds
- *Section 4 Attendance

Started First Round of Teacher Formal Evaluations

PBIS - Positive Behavior Intervention System

1. Created A Teacher Committee - meetings several times a month
2. Elem STUCO & Sponsors Created PBIS School Store
3. Created ROAR -
 - a. Respectful
 - b. Own It
 - c. Accountable
 - d. Responsible

Preschool: All day - FULL (40)
Waiting List - 10

Elementary: K-6 - 344

October

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| 1 | P/T Conferences 12:30 Dismissal - 1:00 to 7:00 pm & Book Fair |
| 1 | Jr. Girls' Basketball - 3:45-5:00 pm Elem. Gym |
| | August 31st - Oct 9th |
| 2 | PET Meeting 8:00 am @ Elem. Cafeteria |
| 5 | No School: Fall Break |
| 5-9 | Homecoming Week - Football vs Hershey @ 6:00 pm |
| 5 | Butter Braid Sales Begin |
| 7 | 3rd Grade Field Trip - Adams Pumpkin Patch |
| 7-9 | MTSS Conference @ Kearney - Urbanek, Batterman, Soule, Dobry, Bohl, |
| | Keeya Zeiler, Kearns |
| 8 | K-3 SAT Meeting @ 7:30 |
| 8 | STUCO @ 3:30 |
| 8 | 2nd Grade Agsplosion Ext. Office Scottsbluff |

- 13 12:30 pm Out for Teacher Professional Development - WORDs
BOY Data, Phonics 12:30-3:30 pm
- 14 Picture Day
Butter Braid Sales End
Bus Training in Auditorium - 3:45-5:45 pm
- **For any coach who missed the Fall Training**
- 15 **STUCO @ 3:30**
- 15 Fire Prevention Day - PreK-3rd Grade
- 20 ELEOTs @ High School
- 20-21 WORDs Coaching 7:00 am-3:00 pm**
- 21 4th Grade Field Trip - Tools and Technology
- 22 ELEOTs @ Elementary School
- 22 Preschool: 11:00 am - Dad's Day - Pumpkin Carving
- 23 Report Cards Home
- 23 Tigers Committed - Kindergarten
- 26-29 **Student Council selling Boo suckers in the cafeteria before school \$1**
- 26 **Rally in Red! Wear Red!**
- 27 **Red Ribbon Week Assembly in the AM**
- 27 **Team Up Drug-Free! - Wear Your Favorite Jersey or Athlete Gear!**
- 27 **UpDay 1-2 - 12:30 pm load bus - 1-3 pm Bowling**
- 28 **UpDay 5-6 am - 8:30 am load bus - 9-11 am Bowling**
- UpDay 3-4 pm - 12:30 pm load bus 1-3 pm Bowling**
- 28 **Ride Into a Drug-Free Future! Dress Western!**
- 29 **Crazy Hair, Clear Choices! Crazy Hair Day!**
- 30 **Hocus Pocus Drugs Aren't Our Focus! Halloween Celebration Day!**
- 30 **Boo Suckers delivered to students**
- 26-30 Red Ribbon Week - Jeans Week
Classified Staff - \$5
Certified Staff - \$10
- 30 Halloween Party
8:30 - 10:00 am: K-3
10:15 - 11:45 am: 4-6
Turn in Butter Braid Sales