Mitchell Public Schools Board of Education
Meeting
Monday, November 9, 2026 7:30 PM
High School Library
1819 19th Ave
Mitchell, NE 69357

1. 7:00 PreMeeting Committee Meeting: Curriculum/Academic Affairs

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: Curriculum/Academic Affairs

9. Old Business

10. New Business

10.1. Discussion of Budget

10.2. Platte Valley Bank Donation

10.3. Junior High HALS Update and Obtain Permission for Out of State Travel

10.4. Annual Financial Audit Review by Dana Cole

10.5. Review and Approve the 2025-2026 Multicultural Report

10.6. Discussion of Voluntary Severance for Teachers

10.7. School Policies for Monthly Review

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, October 12, 2026 7:30 P.M.

1. 7:00 P.M. Committee Work Time: Building and Grounds
2. Call to Order at 7:30 P.M.
3. Roll Call
4. Consent Agenda

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

4.1 Excuse Absent Board Member(s)
4.2 Adopt Agenda
4.3 Approve Board Minutes
4.4 Approve Expenditures
   1. Payroll: $718,742.88
   2. General Fund Bills Payable: $124,628.78
   3. Special Building Fund Bills Payable: $99,362.00
4.5 Sale/Disposal of District Property

5. From The Community
6. Sharing of Excellence

Discussion: Ms. Jamie Batterman, Special Services Director gave a presentation on "Special Education Improvement Updates".

7. Teacher Representative
8. Strategic Plan Focus

Discussion: Dr. Kathy Urbanek reported on the Building and Grounds Committee meeting. The following items were discussed: Re-modeling the bus barn into an AG and CTE facility, current AG classroom remodel into a cafeteria setting and locker rooms and the financial piece to completing these projects.

9. Old Business

9.1 VALTS Interlocal Agreement Contract

Motion to accept the VALTS Interlocal Agreement as presented, passed with a motion by Paul Pieper and a second by Mark Spencer. Brad Helgerson: Yea, Jeff Jenkins: Yea, Doug Keener: Yea, Dustan Keener: Yea, Paul Pieper: Yea, Mark Spencer: Yea, Student Representative: Yea. Yea: 6, Nay: 0

10. New Business

10.1 Discussion of Budget

Discussion: Dr. Urbanek reported on the 2026-2027 school year budget and the projected health insurance costs for the 2027-2028 school year.

10.2 Review School Policies

Discussion: The Board reviewed the following policies: 5011: Parent/Student Handbook, 5012: Military Recruiters, 5102: Alternative Education Programs or Plan, 5103: Extracurricular Activity Discipline, 5104: Drug & Substance Use and Prevention, 5201: Promotion and Retention, 5202: Student Records, 5202z: Notification of Rights Under FERPA, 5203: Academic Progress, 5204: Grading System, 5205: Graduation Requirements and 5207- Make Up Work.

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

Motion to establish Option Enrollment Capacity for the 2027-2028 School Year as presented, 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, Student Representative: Yea. Yea: 6, Nay: 0

11. Reports and Proposals

11.1 From the Board

Student Representative- Mr. Fuss reported on the following items: Homecoming Week, Senior Night, Cross Country, Volleyball, Girl's Golf, Football, FFA, Band- Old West Fest, Choir- WTC Honor Choir, FBLA Installation, Picture Day- October 21st, Seniors- Apply to FAFSA and Education Day.

11.2 From the Administration

The Board accepted the Administration's written reports.

12. Dates to Remember
13. Adjourn

Motion to adjourn at 8:10 P.M., 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, Student Representative: Yea. Yea: 6, Nay: 0

/s/ Jeff Jenkins
Chairperson

/s/ Katherine Urbanek
Superintendent

Check Register by Checking Account

Unposted; Batch Description November 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
54251	11/20/2026				SECFIN	ASSURITY LIFE INSURANCE COMPANY	10.70
54252	11/20/2026				BCBSNE	BLUE CROSS BLUE SHIELD OF NE	72,266.90
54253	11/20/2026				EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	124,647.98
54254	11/20/2026				HOMAIN	HORACE MANN INSURANCE COMPANY	2,461.10
54255	11/20/2026				HORACEMAN1	Horace Mann Insurance Company	1,166.09
54256	11/20/2026				HORACEMANN	Horace Mann Life Insurance Company	5,474.21
54257	11/20/2026				GUARDIAN	Madison National Life	588.50
54258	11/20/2026				MADNAT	MADISON NATIONAL LIFE	944.08
54259	11/20/2026				MGTRUST	MATRIX TRUST COMPANY FBO	550.00
54260	11/20/2026				MCCARTNEYT	ERIN MCCARTNEY, TRUSTEE	600.00
54261	11/20/2026				MITCHELLPU	MITCHELL PUBLIC SCHOOLS DIST. 31	1,625.00
54262	11/20/2026				NCSPC	NEBRASKA CHILD SUPPORT PAYMENT CENTER	847.00
54263	11/20/2026				SITNE	NEBRASKA DEPARTMENT OF REVENUE	16,685.77
54264	11/20/2026				RET	NEBRASKA SCHOOL RETIREMENT SYS	83,463.29
54265	11/20/2026				PINNBANK	PINNACLE BANK	5,901.33
54266	11/20/2026				VSP10	Vision Service Plan	119.90
54267	11/20/2026				GUALIF	Vision Service Plan (CT)	714.12
	Check Type Total:			Check		Void Total: 0.00 Total without Voids:	318,065.97
	Checking Account Total:			1		Void Total: 0.00 Total without Voids:	318,065.97
				Grand Total:		Void Total: 0.00 Total without Voids:	318,065.97

Pinnacle Bank

Summary of Account Activity

Account Ending In	1295
Previous Balance	$5,779.04
Payments	$5,828.68
Other Credits	$32.90
Purchases & Debits	$5,243.80
Purchases	$5,243.80
Balance Transfers	$0.00
Cash Advances	$0.00
Fees Charged	$0.00
Interest Charged	$0.00
New Balance	$5,161.26
Statement Open/Close Date	**10/03/2026 - 11/02/2026**
Days in Billing Cycle	31
Credit Limit	$12,500.00
Available Credit	$7,209.00
Cash Limit	$12,500.00
Available Cash	$7,209.00

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	$5,161.26
Payment Due Date	11/27/2026
Minimum Payment Due	$155.00

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	8 years	$5,161.00
$143.00	3 years	$5,161.00 (Savings = $0.00)

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

REWARD SUMMARY

Beginning Points	314,214
Points Earned	5,228
Points Redeemed	0
Points Expired	5,159
New Points Balance	314,283
Points Expiring First of Next Month	4,852

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

VISA

Account Ending In	1295
Payment Due Date	11/27/2026
New Balance	$5,161.26
Minimum Payment Due	$155.00

Make Check Payable To: **$**

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

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

447996212050282300000015500000005161265

Account Summary

Type of Balance	Ending Balance	Annual Percentage Rate (APR)	Balance Subject To Interest Rate (ADB)	Interest Charge	Promo End Date
Purchases	$5,161.26	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				**$ Amount**
MITCHELL PUBLIC SCHOOLS			**XXXX XXXX XXXX 1295**	**$5,828.68-**
10/19	10/19	Payment Mail Thank You Lincoln Ne	7447996ML1XGYAFLZ	$5,828.68-
Credits				**$ Amount**
MITCHELL PUB SCHL 1			**XXXX XXXX XXXX 4772**	**$10.58-**
10/06	10/06	Walmart.Com Bentonville Ar Credit	7405523M7SS0D6HML	$10.58-
MITCHELL PUB SCHL 2			**XXXX XXXX XXXX 0657**	**$22.32-**
10/14	10/14	Holiday Inn Exp & Suites 40222870 Credit	7494300MGF7X7DSFR	$22.32-

Purchases and Debits

Post Date	Tran Date		Reference Number		
MITCHELL PUBLIC SCHOOLS			**XXXX XXXX XXXX 1295**	**Total Activity**	**$1,901.14**
10/03	10/01	Arbys 1542 Scottsbluff Ne	2405524M3SMFTYSH4		$279.95
10/09	10/09	Sams Club #6430 Cheyenne Wy	2444500MBBLR4FJET		$119.92
10/10	10/10	Nebraskagov Subscriber 800-7478177 Ne	2471705MQ50Z500VJ		$8.00
10/19	10/19	Wm Supercenter #867 Scottsbluff Ne	2444500MMBLSTT9BM		$26.55
10/21	10/21	Signature Pins Winter Park Fl	2424760MN8R5H160R		$321.00
10/22	10/22	Cke*Redz Bar & Grill Mitchell Ne	2444500MR0106YZQ9		$44.02
10/23	10/23	Www.Mathcounts.Org Www.Mathcount Va	2410829MT2X4AAF4F		$294.00
10/27	10/27	Secretary Of State 800-7478177 Ne	2471705MX4PS5A9N5		$32.50
10/29	10/29	Ventris Learning Www.Ventrisle Wi	2410829MZ2X4AX3XR		$602.00
10/30	10/30	Pump & Pantry #42 Grand Island Ne	2423168N0VM7AWJ7T		$87.05
10/30	10/30	Pump & Pantry #42 Grand Island Ne	2423168N0VM7AWJ77		$86.15
MITCHELL PUB SCHL 1			**XXXX XXXX XXXX 4772**	**Total Activity**	**$1,178.97**
10/06	10/06	Walmart.Com 800-925-6278 Ar	2405523M7SS0DH17N		$56.31
10/07	10/07	Walmart.Com 800-925-6278 Ar	2405523M8SV34WV7Y		$39.63
10/14	10/14	Walmart.Com 800-925-6278 Ar	2405523MFV2RXYY1R		$72.04
10/14	10/14	Domino's 6198 Gering Ne	2444500MGEJ7423AM		$132.00
10/20	10/20	Walmart200015450603614 800-925-6278 Ar	2405523MMV9Q8PKJ0		$96.44
10/21	10/21	Walmart200015492498150 800-925-6278 Ar	2405523MNVAFDD6B1		$66.27
10/21	10/21	Walmart+ Member 2026 8009666546 Ar	2444500MR5SK7WKR6		$104.86
10/23	10/23	In *Nebraska State Bandma402-6728744 Ne	2469216MTBS8DPNHD		$10.00
10/23	10/23	Nebraska Music Education 402-9373359 Ne	2475076MSS66HL0N5		$110.00
10/27	10/27	Walmart200015657603030 800-966-6546 Ar	2444500MW5SHTEVQW		$167.58
10/30	10/30	Caseys #0043 Albion Ne	2444500N08R3BX7KF		$323.84
MITCHELL PUB SCHL 3			**XXXX XXXX XXXX 0533**	**Total Activity**	**$1,160.46**
10/03	10/02	Sams Club.Com 800-966-6546 Ar	2444500M42XDQ1SDD		$119.92
10/06	10/06	Sams Club Renewal Cheyenne Wy	2444500M8BLPAL5XQ		$120.00
10/07	10/07	Gulf Oil 92059244 North Platte Ne	2423168M9SVV1JQ20		$70.45
10/08	10/08	Sams Club.Com 800-966-6546 Ar	2444500MA8R4MZMW1		$127.13
10/09	10/09	Essential Fuels #3 Scottsbluff Ne	2494166MBARHKFDTF		$91.25

Transactions Continued on next page

Purchases and Debits (Continued)

Post Date	Tran Date		Reference Number	
10/14	10/14	Sams Club.Com Bentonville Ar	2444500MJ2XE5Y0FM	$192.88
10/16	10/16	Sams Club.Com 800-966-6546 Ar	2444500MJ5SKP82TJ	$119.92
10/21	10/21	Phillips 66 - Route 26 Scottsbluff Ne	2403454MN04R2SSE0	$55.23
10/22	10/22	Sams Club.Com 800-966-6546 Ar	2444500MP2XQG3N74	$79.96
10/23	10/23	Pump & Pantry #54 Grand Island Ne	2411641MTVDGN46J4	$47.19
10/29	10/29	Hobby-Lobby #639 Scottsbluff Ne	2413746MZ5SNR67PN	$81.92
10/29	10/29	Wm Supercenter #867 Scottsbluff Ne	2444500MZBLVTZ6J1	$54.61
MITCHELL PUB SCHL 2		**XXXX XXXX XXXX 0657**	**Total Activity**	**$1,003.23**
10/13	10/13	--Imprintnow*886835458 281-533-8932 Tx	2411641MELX6WFPVE	$92.00
10/13	10/13	Wendys 4311 Ogallala Ne	2444500MFEJ5PE1PN	$65.95
10/13	10/13	Caseys #2702 Beatrice Ne	2444500MF8R2HTT58	$85.12
10/13	10/13	Pizza Hut # 007686 Beatrice Ne	2494300MFF7AG1VA7	$61.96
10/13	10/13	Holiday Inn Exp & Suites Beatrice Ne	2494300MFF7B1M0XZ	$166.32
10/13	10/13	Holiday Inn Exp & Suites 4022287000 Ne	2494300MFF7B1M0YT	$144.00
10/13	10/13	Holiday Inn Exp & Suites 4022287000 Ne	2494300MFF7B1M0Y7	$144.00
10/14	10/14	Freddys 52-0014 York Ne	2444500MGEJ7423PK	$58.90
10/14	10/14	Caseys #3577 Ogallala Ne	2444500MG8R3EZ318	$70.31
10/20	10/20	Subway 16446 Mitchell Ne	2411641MNV9YN3GD9	$51.41
10/23	10/23	Caseys #3298 Kearney Ne	2444500MT8R2VYYQV	$63.26

2026 Total Year-To-Date

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

Account Number	Invoice Number / Detail Description	Check Number	Amount
Checking Account ID 1	Fund Number 01 GENERAL FUND		
A & A Porta Potties LLC	13032	54268	600.00
01 2190 490 000 0	Aug.-Sept. Services		600.00
A & A Porta Potties LLC	13158	54268	300.00
01 2190 490 000 0	October Services		300.00
Total A & A Porta Potties LLC			900.00
ALLO COMMUNICATIONS	102426	54269	1,628.50
01 2510 530 000 0	COMMUNICATIONS		1,628.50
Total ALLO COMMUNICATIONS			1,628.50
AMAZON CAPITAL SERVICES	1MWG-W19T-G491	54270	72.66
01 2190 610 001 2	Morning Grind Supplies		72.66
AMAZON CAPITAL SERVICES	1N1K-9YTH-64PR	54270	278.02
01 1200 610 002 1	Chromebook		278.02
AMAZON CAPITAL SERVICES	1P4X-M4KK-FR9M	54270	309.99
01 1200 610 002 1	Chromebook		309.99
AMAZON CAPITAL SERVICES	1PW7-DX7H-4V9Q	54270	76.42
01 2230 610 000 0	TECH SUPPLIES		76.42
AMAZON CAPITAL SERVICES	1RFY-NJPD-LCQG	54270	159.99
01 2190 610 001 2	Morning Grind Supplies		159.99
AMAZON CAPITAL SERVICES	1RMN-P6J3-71NF	54270	19.98
01 1100 610 001 2	SUPPLIES		19.98
Total AMAZON CAPITAL SERVICES			917.06
Backflow Testing	337457	54271	277.88
01 2620 431 002 1	Backflow Testing		277.88
Total Backflow Testing			277.88
Batterman, Jamie	110426	54272	80.00
01 1200 580 000 0	Per Diem- Tri State Law Conf.		80.00
Total Batterman, Jamie			80.00
Benzel Pest Control	212222	54273	181.50
01 2620 431 002 1	October Services		181.50
Total Benzel Pest Control			181.50
Comfort Inn	092526	54274	437.75
01 6968 580 002 1	After School Conf. Motel		437.75
Total Comfort Inn			437.75
CONNECTING POINT	37991	54275	524.00
01 1100 610 001 2	Copier Charges		262.00
01 1100 610 002 1	Copier Charges		262.00
Total CONNECTING POINT			524.00
Country Inn and Suites Kearney	83337862	54276	387.00
01 2190 580 001 2	State XC Motel		387.00
Total Country Inn and Suites Kearney			387.00

Vendor Name / Account Number	Invoice Number / Detail Description	Check Number	Amount
Crowne Plaza Kearney	147656-147752	54277	2,281.30
01 1200 580 000 0	MTSS Conf. Motel- Batterman		325.90
01 2320 580 000 0	MTSS Conf. Motel- Urbanek		325.90
01 2410 580 002 1	MTSS Conf. Motel- Kearns		325.90
01 1100 580 002 1	MTSS Conf. Motel- Bohl		325.90
01 1100 580 001 2	MTSS Conf. Motel- Zeiler		325.90
01 1100 580 002 1	MTSS Conf. Motel- Soule		325.90
01 6200 580 002 1	MTSS Conf. Motel- Dobry		325.90
Total Crowne Plaza Kearney			2,281.30
CULLIGAN OF SCOTTSBLUFF	102726-1	54278	61.00
01 2620 431 001 2	Supplies		61.00
CULLIGAN OF SCOTTSBLUFF	102726-2	54278	220.50
01 2620 431 002 1	Supplies		220.50
Total CULLIGAN OF SCOTTSBLUFF			281.50
DANA F. COLE & COMPANY	35059296	54279	18,116.00
01 2510 315 000 0	2025-2026 Audit		18,116.00
Total DANA F. COLE & COMPANY			18,116.00
DAS State Accounting- Central Finance	1542434	54280	321.20
01 2224 382 000 0	DISTANCE EDUCATION AND TELECOMMUNICATION		321.20
Total DAS State Accounting- Central Finance			321.20
DOLLAR GENERAL- REGIONS 410526	1001459918	54281	37.90
01 6968 610 002 1	After School Supplies		37.90
Total DOLLAR GENERAL- REGIONS 410526			37.90
EDUCATIONAL SERVICE UNIT #13	103026	54282	53,485.17
01 1200 591 002 1	PURCHASED SERVICES- ESU		1,764.18
01 1200 591 001 2	PURCHASED SERVICES- ESU		1,764.18
01 6408 591 002 1	PURCHASED SERVICES- ESU 0-2		389.49
01 6408 591 002 2	PURCHASED SERVICES- ESU 3-5		1,387.07
01 1200 591 002 1	PURCHASED SERVICES- ESU		6,431.57
01 1200 591 001 2	PURCHASED SERVICES- ESU		773.02
01 1200 591 002 1	PURCHASED SERVICES- ESU		15,200.00
01 1200 591 001 2	PURCHASED SERVICES- ESU		10,600.00
01 6408 591 002 1	PURCHASED SERVICES- ESU 0-2		1,711.43
01 6408 591 002 2	PURCHASED SERVICES- ESU 3-5		3,943.45
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		5,180.00
01 1200 320 002 1	IN SERVICE		124.20
01 2224 340 000 0	OTHER PROF SERVICES		1,866.33
01 1100 890 002 1	MIPS		120.00
01 1100 591 001 2	PURCHASED SERVICES- ESU		334.12
01 1100 591 002 1	PURCHASED SERVICES- ESU		334.13
01 1200 330 000 0	STAFF DEVELOPMENT		25.00
01 1200 330 001 2	STAFF DEVELOPMENT		25.00
Total EDUCATIONAL SERVICE UNIT #13			53,485.17
Embassy Suites by Hilton Lincoln	82374211-2	54283	340.10

Account Number	Detail Description		Amount
01 1200 580 000 0	Conf. Motel Batterman- Corrected		340.10
Embassy Suites by Hilton Lincoln	8802178	54283	390.00
01 1200 580 000 0	Conf. Motel Batterman		390.00
Total Embassy Suites by Hilton Lincoln			730.10
Essential Screens	2026100373	54284	146.00
01 2510 890 000 0	Background Checks		146.00
Total Essential Screens			146.00
FLOYD'S TRUCK CENTER	R101044951:01	54285	1,081.62
01 2730 431 000 0	2010 Thomas Repairs		1,081.62
Total FLOYD'S TRUCK CENTER			1,081.62
FOLLETT CONTENT SOLUTIONS LLC	764194F	54286	147.77
01 2220 640 001 2	See List for 26-27 HS Books		147.77
Total FOLLETT CONTENT SOLUTIONS LLC			147.77
FRANK PARTS COMPANY	37636	54287	279.90
01 2730 431 000 0	Batteries		279.90
Total FRANK PARTS COMPANY			279.90
Helgerson, Brad	110526	54288	105.00
01 2310 580 000 0	Per Diem		105.00
Total Helgerson, Brad			105.00
IDEAL LINEN SUPPLY INC	Oct. Stmt. 26a	54289	1,047.70
01 2620 610 001 2	SUPPLIES		1,047.70
IDEAL LINEN SUPPLY INC	Oct. Stmt. 26b	54289	814.50
01 2620 610 002 1	SUPPLIES		814.50
Total IDEAL LINEN SUPPLY INC			1,862.20
Instructure, Inc.	525193-2	54290	1,051.00
01 2120 810 001 2	See Q-525193-1 for Transcript Services		1,051.00
Total Instructure, Inc.			1,051.00
Jenkins, Jeff	110526	54291	105.00
01 2310 580 000 0	Per Diem		105.00
Total Jenkins, Jeff			105.00
JOSTENS	40576788	54292	39.35
01 2410 610 001 2	Diploma Covers		39.35
JOSTENS	40583766	54292	20.25
01 2410 610 001 2	Sticker Seals		20.25
Total JOSTENS			59.60
JW Pepper & Son, Inc.	368876555	54293	492.26
01 1100 610 001 2	2026-2027 Sheet Music		492.26
JW Pepper & Son, Inc.	368883538	54293	121.88
01 1100 610 001 2	2026-2027 Sheet Music		121.88
JW Pepper & Son, Inc.	368886066	54293	37.00
01 1100 610 001 2	2026-2027 Sheet Music		37.00
Total JW Pepper & Son, Inc.			651.14

Vendor Name / Account Number	Invoice Number / Detail Description	Check Number	Amount
Kansas City Audio-Visual	65655	54294	27,870.39
01 2660 735 000 0	See Quote 61390 for Camera License Renew		27,870.39
Total Kansas City Audio-Visual			27,870.39
Kearns, Kaci	110526	54295	105.00
01 2410 580 002 1	Per Diem		105.00
Total Kearns, Kaci			105.00
Keener, Doug	110526	54296	105.00
01 2310 580 000 0	Per Diem		105.00
Total Keener, Doug			105.00
Keener, Dustan	110526	54297	105.00
01 2310 580 000 0	Per Diem		105.00
Total Keener, Dustan			105.00
LEGACY COOPERATIVE	814100669	54298	5,789.58
01 2710 626 000 0	GAS & DIESEL FUEL		5,789.58
Total LEGACY COOPERATIVE			5,789.58
LINPEPCO- ALLIANCE	518160	54299	1,336.30
01 2190 610 001 2	Morning Grind Supplies		1,336.30
Total LINPEPCO- ALLIANCE			1,336.30
MENARDS	54732	54300	7.99
01 2610 610 001 2	SUPPLIES		7.99
MENARDS	54804	54300	99.15
01 2610 610 001 2	SUPPLIES		99.15
MENARDS	55307	54300	137.10
01 2610 610 002 1	SUPPLIES		137.10
MENARDS	55316	54300	2.89
01 2610 610 001 2	SUPPLIES		2.89
MENARDS	55635	54300	95.98
01 2610 610 002 1	SUPPLIES		95.98
Total MENARDS			343.11
NE COUNCIL OF SCHOOL ADMINISTRATORS	93947	54301	435.00
01 1200 810 000 0	Dues- Batterman		435.00
Total NE COUNCIL OF SCHOOL ADMINISTRATORS			435.00
NEBRASKA SAFETY CENTER	57-16484	54302	1,800.00
01 2710 810 000 0	Category B Level 1 Training		1,800.00
Total NEBRASKA SAFETY CENTER			1,800.00
Nippon Sanso Matheson Inc.	33999004	54303	27.68
01 1100 610 001 2	Welding Supplies		27.68
Nippon Sanso Matheson Inc.	34004107	54303	24.30
01 1100 610 001 2	Welding Supplies		24.30
Nippon Sanso Matheson Inc.	34018528	54303	85.58
01 1100 610 001 2	Welding Supplies		85.58
Nippon Sanso Matheson Inc.	34046076	54303	41.80

Account Number	Invoice Number / Detail Description	Check Number	Amount
01 1100 610 001 2	Welding Supplies		41.80
Nippon Sanso Matheson Inc.	34075048	54303	110.65
01 1100 610 001 2	Welding Supplies		110.65
Nippon Sanso Matheson Inc.	34124992	54303	427.91
01 1100 610 001 2	Welding Supplies		427.91
Total Nippon Sanso Matheson Inc.			717.92
PINNACLE BANK-VISA	103126	54304	2,034.22
01 2120 810 000 0	Justice Case Listing		8.00
01 2211 580 000 0	ELEOTS Meal		44.02
01 1100 810 001 2	Math Counts Reg.		294.00
01 2320 810 000 0	Notary Renewal		32.50
01 1200 610 002 1	Ventris Teachers Manuals		301.00
01 1100 610 002 1	Ventris Teachers Manuals		301.00
01 2710 626 000 0	Playoff Fuel		87.05
01 2710 626 000 0	Playoff Fuel		86.15
01 2190 610 001 2	JH Leadership Conf. Meal		132.00
01 2190 810 000 0	Walmart Membership		104.86
01 2190 810 000 0	Sam's Club Membership		120.00
01 1200 580 000 0	MTSS Conf. Fuel		70.45
01 1200 580 000 0	MTSS Conf. Fuel		91.25
01 1200 580 000 0	Conf Fuel- Batterman		55.23
01 1200 580 000 0	Conf Fuel- Batterman		47.19
01 2710 626 000 0	FFA State Land Judging Fuel		85.12
01 2710 626 000 0	FFA State Land Judging Fuel		70.31
01 2211 580 000 0	ELEOTS Meal		51.41
01 2710 626 000 0	State XC Fuel		63.26
01 1100 610 001 2	CM Groceries		(10.58)
PINNACLE BANK-VISA	31010-26	54304	279.95
01 2410 610 001 2	2026-2027 Parent/Teacher Supplies		279.95
PINNACLE BANK-VISA	513537	54304	72.04
01 1100 610 001 2	2026-2027 Groceries		72.04
PINNACLE BANK-VISA	603030	54304	167.58
01 1100 610 001 2	2026-2027 Groceries		167.58
PINNACLE BANK-VISA	603614	54304	96.44
01 1100 610 001 2	2026-2027 Groceries		96.44
PINNACLE BANK-VISA	64881	54304	39.63
01 1100 610 001 2	2026-2027 Groceries		39.63
PINNACLE BANK-VISA	96921	54304	56.31
01 1100 610 001 2	2026-2027 Groceries		56.31
Total PINNACLE BANK-VISA			2,746.17
Poster Studio Express	20268502	54305	1,319.70
01 1100 610 001 2	See Estimate 20264489 for Poster Printer		1,319.70
Total Poster Studio Express			1,319.70
Prestige Group Inc.	L2026-195	54306	3,550.00
01 2710 442 000 0	Bus Lease		3,550.00
Total Prestige Group Inc.			3,550.00
QUILL CORP.	50668037	54307	137.07
01 2320 610 000 0	SUPPLIES		137.07
QUILL CORP.	50746035	54307	130.98
01 2320 610 000 0	SUPPLIES		130.98

Account Number / Vendor Name	Invoice Number / Detail Description	Check Number	Amount
QUILL CORP.	50762786	54307	340.06
01 2410 610 002 1	SUPPLIES		340.06
QUILL CORP.	50762789	54307	231.79
01 2320 610 000 0	SUPPLIES		231.79
Total QUILL CORP.			839.90
Rocky Mountain Clay Co.	QSH20702	54308	747.03
01 1100 610 001 2	See Estimate 20260958 for RAKU Clay		747.03
Total Rocky Mountain Clay Co.			747.03
SCHOLASTIC INC.	M7765256 8	54309	370.17
01 1100 610 002 1	Scholastic News 1		370.17
Total SCHOLASTIC INC.			370.17
Soar Pediatric Therapy, LLC	2616	54310	5,000.55
01 2173 591 000 0	0-2 PT		319.80
01 2172 591 000 0	3-5 PT		863.73
01 1200 591 001 2	Sch Age PT		1,677.59
01 1200 591 002 1	Sch Age PT		1,677.58
01 1200 591 000 0	ESU PT Services		239.17
01 1200 591 000 0	PT Mileage		222.68
Total Soar Pediatric Therapy, LLC			5,000.55
Urbanek, Kathy	110426	54311	80.00
01 2320 580 000 0	Per Diem- Tri State Law Conf.		80.00
Urbanek, Kathy	110526	54311	105.00
01 2320 580 000 0	Per Diem		105.00
Total Urbanek, Kathy			185.00
Valley Vision Consultant, LLC	1023	54312	867.28
01 1200 810 001 2	Vision Services- HS		243.75
01 1200 810 002 1	Vision Services- GS		556.50
01 1200 810 000 0	Mileage		67.03
Total Valley Vision Consultant, LLC			867.28
WPCI	0075134-IN	54313	356.50
01 2190 810 001 2	October Student Testing		356.50
Total WPCI			356.50
Zeiler, Kortni	110426	54314	80.00
01 2120 580 002 1	Per Diem- Tri State Law Conf.		80.00
Total Zeiler, Kortni			80.00
			140,745.69
Fund Number 01			
			140,745.69
Checking Account ID 1			

Expenditure Summary

Regular; Processing Month 10/2026

Fund Number		Budget	Month to Date	Year to Date	Balance	% Used
9	Expenditure					
01	GENERAL FUND	12,673,074.00	860,419.34	1,665,950.70	11,007,123.30	15.02
02	DEPRECIATION FUND	427,278.00	0.00	0.00	427,278.00	0.00
03	EMPLOYEE BENEFITS FUND	107,404.00	10,346.54	14,995.39	92,408.61	13.96
05	ACTIVITY FUND	913,365.00	31,672.36	68,850.78	844,514.22	8.45
06	FOOD SERVICE	413,702.00	40,963.69	63,634.06	350,067.94	15.38
08	SPEC. BUILDING FUND	1,573,286.00	99,362.00	99,362.00	1,473,924.00	6.32
09	QP BUILDING	0.00	0.00	0.00	0.00	0.00
9	Expenditure	16,108,109.00	1,042,763.93	1,912,792.93	14,195,316.07	13.40

GF LY: 16.29%

Cash Flow Report

Regular; Processing Month 10/2026

Fund Number		Beginning Cash	Revenues	Expenses	Payables Change	Ending Cash
01	GENERAL FUND	3,157,734.22	686,094.94	(860,419.34)	0.00	2,983,409.82
02	DEPRECIATION FUND	427,828.98	1.26	0.00	0.00	427,830.24
03	EMPLOYEE BENEFITS FUND	32,844.33	5,902.55	(10,346.54)	0.00	28,400.34
05	ACTIVITY FUND	515,239.82	17,069.75	(31,672.36)	0.00	500,637.21
06	FOOD SERVICE	79,621.96	33,290.74	(40,963.69)	0.00	71,949.01
08	SPEC. BUILDING FUND	1,236,347.70	10,551.09	(99,362.00)	0.00	1,147,536.79
Grand Total:		5,449,617.01	752,910.33	(1,042,763.93)	0.00	5,159,763.41

26-27 MES Multicultural Reports

Kinder Connection:

November: Social Studies-The study of Native American cultures, the Thanksgiving book.
December: Social Studies – Christmas, Hanukkah, Kwanzaa traditions
January: Social Studies -Chinese New Year and Dragon parade.
February: Social Studies - Martin Luther King Jr. through the study of unity, fairness, and racial segregation
March: Social Studies- St. Patrick's Day, Irish and Ireland
April: Social Studies-Easter-traditions
May: Social Studies-Cinco de Mayo-Mexico

Kindergarten:

November: Social Studies Unit-The study of Native Americans through our Thanksgiving book and Thanksgiving feast.
January: Social Studies Unit-Chinese New Year and dragon parade.
February: Social Studies Unit-Martin Luther King Jr. through the study of unity, fairness, and racial segregation.
March: Social Studies Unit-Ireland and the Irish traditions.
Throughout the year: Wonders/Reading- Fables from different countries.

1st Grade:

*In September, we read a story called "Friends all Around." In this story, students were able to compare their daily lives to the routines of other children in various parts of the world. The book compared children from the United States, Canada, Africa, Mexico, China, Spain, and several other countries. After reading the story, students completed a Venn diagram to compare themselves to other children in other parts of the world.

*In October, we were able to study maps. We read a story called "Me on the Map." In this story, a little girl showed a map of her bedroom, house, street, town, state, the United States, and a map of the world. We discussed the purpose of maps and why they are important. We too created maps of our bedrooms and located where Nebraska is on a United States map. We talked about continents and found the United States on a world map.

*First grade students take a "holiday world tour" in the months of December/January. They are shown a real passport, and we discuss how a passport works. Students are given their own passports to stamp as we visit different countries. In this process, we locate and color each country on our world map. We also study the flag, foods, traditions, and beliefs of each place. A highlight of our tour is learning "fun facts" about each country. Some countries we learn about are: Ireland, China, Germany, Israel, Africa, and of course the United States.

*In January, we study Martin Luther King Jr. We talk about his legacy and also discuss kind words vs. unkind words. The kids do a word sort where they are asked to sort the words into categories (kind/unkind). In addition, we also listen to an audio story through our Wonders reading program. This story provides informational text, and students are able to ask and answer questions.

*"3 Little Dassies" is a story we read in our Wonders Reading series. This story is the African version of the 3 Little Pigs. We located Africa on a map and also discussed different terrain the Dassies encountered. We discovered that Dassies are an African rodent that is comparable to a giant rat.

*1st grade does a cultural heritage project in March. In this project, students research their ancestors and give a presentation of where they came from. They also create a visual of a country they came from. This presentation generally includes the country's flag, foods, customs, traditions, and additional fun facts.

2nd Grade:

1. Christmas Around the World- Germany, France, Australia, Mexico, etc.

2. Culture Unit in Soc. Studies/ Sharing their family culture
3. Fables from different countries in reading
4. Several reading stories that share cultural differences from the US in Wonders Reading
5. Biography reports on different multicultural people

3rd Grade:

1. Martina the Beautiful Cockroach story in Wonders book unit 3 week 1
   Martina Josefina Catalina Cucaracha is a beautiful cockroach living in Havana, Cuba, who needs to find a husband. Her Cuban grandmother gives her some wise advice as she begins her search: spill coffee on the suitor's shoes as a test to reveal his true colors. Martina does not take to the idea; however, after meeting her first suitor, Don Gallo, she realizes "the coffee test" might be just the trick. After Don Gallo, the rooster, comes Don Cerdo, the pig, followed by the lecherous Don Lagarto, the lizard. It goes from bad to worse. However, just when Martina is about to give up on finding her perfect mate, she spots Perez, the shy little mouse living down in the garden. Because Martina instantly likes Perez' kindness, she is reluctant to do "the coffee test" on what seems like a perfect suitor. Will Martina's Cuban grandmother get her way and force Martina to spill coffee on perfect Perez' shoes? You will have to read Martina *the Beautiful Cockroach, A Cuban Folktale*, to find out!
2. The Dream Catcher story in Wonders Unit 1, Week 2
   Native Americans believe dreams are important. Dreams are said to play an important role in Native American spiritual and religious beliefs. Native Americans believe dreams come from the spirit world. The dream catcher is said to have originated with the Ojibwa/Chippewa tribe. It was created to catch and separate the good dreams from the bad. Originally, grandmothers or mothers made the dream catchers for each new child. Dream catchers were hung on the baby's cradleboard or at the head of the bed. The Ojibwa believed that good dreams passed through the hole in the center of the web. Like a spider's web traps insects, dream catchers were created to catch and hold bad dreams. The web traps the bad dreams until morning. When Father Sun rises in the morning, the bad dreams vanish
3. Drew dream catchers for art class. These were made the same week that we read the story The Dream Catcher described above.
4. Yoon and the Jade Bracelet story in Wonders Unit 1 Week 2
   Yoon is celebrating her birthday and wishes for a skipping rope. Instead, however, she receives a jade bracelet that once belonged to her grandmother. The next day at school, a girl offers to teach Yoon how to jump rope but in return she wants to borrow Yoon's jade bracelet. When Yoon tries to get her bracelet back, the girl swears it belongs to her. Yoon learns to "Seek help" when she cannot get the girl to return her bracelet.
5. All Aboard! Elijah McCoy's Steam Engine Wonders Unit 1 Week 5
   A children's biography about the inventor Elijah McCoy, detailing his mechanical engineering studies in Scotland and his invention of an automatic lubricator for steam engines after facing racial discrimination and difficulty finding work as a railroad engineer in the United States. His self-oiling device allowed engines to run more efficiently and continuously, a major advancement for the railroad industry. The book also explores themes of slavery, the Underground Railroad, and the origin of the phrase "the real McCoy".
6. Empanada Day, Poem in Wonders Unit 2 Week 5
7. Social Studies Unit 1 Lesson 3,4,5 - The locations of Canada, Mexico, and the Caribbean Islands. This would include climate, vegetation, and tradable resources. Within these lessons, we see the effects that location has on the culture and how the countries develop money.
8. Social Studies Unit 2 - Lessons 1-5 - Cultures of the United States, Canada, Mexico, and the Caribbean Islands. This unit discusses a brief history, the people, life in the country, and culture (art, music, food, sports, etc.)
9. Stone Fox Novel

Stone Fox is a children's novel by John Reynolds Gardiner about a boy named Little Willy who tries to save his grandfather's farm by entering a dog sled race. His primary obstacle is Stone Fox, a legendary and undefeated Native American racer. When Willy's dog collapses near the finish line, Stone Fox, despite being on the verge of victory, stops to allow Willy to carry his dog across the finish, saving the farm but not without heartbreak

4th Grade:

- Native American Nebraska Tribes
- The Game of Silence
- French and Spanish Explorers
- Immigrants-Homestead Act
- Civil War - Slavery, Segregation
- Black History Month - Martin Luther King, Jr., Rosa Parks, W.W. Law & the Fight for Civil Rights, the Moon Over Star,
- Cinco De Mayo, Momma I Will Give You the World
- Chinese New Year
- Week 8 Nebraska Studies Weekly "Cultural Contributions"

5th & 6th Grade:

1. Throughout the school year, while learning about different historical events, 5th and 6th grade students identify historical roles of groups and individuals from diverse cultures, races, and ethnicities
2. Christmas Around the World Escape Room
3. MLK Day Lesson
4. Discuss Native American cultures of the past
5. 5th grade researches and writes a paper about an influential African American.
6. 6th grade researches an influential African American and presents in a slideshow.
7. Both grades write about texts on various cultural and ethnic backgrounds.
8. We incorporate many multicultural novels during partner reading time:
    a. *Watsons Go to Birmingham*-African American
    b. *Esperanza Rising*-Mexican American
    c. *The Sign of the Beaver*-American Indian
    d. *Number the Stars*-Jewish/WWII/Holocaust
    e. Island of the Blue Dolphin-Ancient Island Indian Tribe
    f. A Single Shard-Oriental
9. Writing prompts throughout the year involve multicultural subjects and events.
    a. *Ex.* Holidays (Christmas, Chinese New Year, Hanukkah, WWII events-Jewish culture)
10. Wonders Reading Series contains several stories that explore multicultural themes:
    a. Asian
    b. African-American
    c. Latino
    d. Middle Eastern
    e. Ancient Cultures
    f. African
    g. Native American

11. Science incorporates scientists from around the world, their discoveries, and their contributions to science.
12. Saxon Math word problems with various cultural components.

Physical Education:

- We occasionally use Spanish to count to 10 while stretching or counting repetitions during practice activities.
- When we get to our soccer unit, we talk about the true name of soccer (futbol) and what countries it is popular in.

- When we practice dances for the Valentine's Day dance, we discuss different dances from different countries.
- As we learn and practice games or activities like badminton, basketball, volleyball, and gymnastics, we talk about the Olympics and the different countries that compete in these competitions. We discuss how sports and activities bring people together from all over the world.

Music Education:

Many songs and lessons in the music curriculum celebrate a variety of cultures.

- Students regularly sing songs in other languages throughout the grade levels
    - Spanish - We are Ducks (k), Blanco es el Invierno (4)
    - Ghana - Obwisana & Kye Kye Kule (3),
- Learning about many percussion instruments, where they come from and how they are played.
    - Djembe & Axatse - Africa
    - Ganza & Guiro - South America
- Students learn about many genres of music. The curriculum includes books about Latin music & Jazz. Where it comes from and what it sounds like. Books about different musicians and their lives.
- First and second graders learn about tango and Argentina through their lessons about song form.

Mitchell Public Schools
2026-2027 VOLUNTARY SEVERANCE PROGRAM POLICY

A. PURPOSE

The purpose of this Voluntary Severance Program ("VSP") is to encourage eligible certificated employees of Mitchell Public Schools ("School District") who are considering an early-leaving decision to accelerate their retirement plans effective at the end of the 2026-2027 school year. Objectives include, but are not limited to, the following:

1. To offer financial incentives that will assist long-term employees considering early retirement or early-leaving decisions to complete such decisions.
2. To reduce costs to the School District by replacing employees with lesser salaried employees or by eliminating positions.
3. To buy-out the tenure rights (i.e., continuing contract rights) of certificated staff, and in effect, make payments to secure the release of unexpired contracts of employment in exchange for permanent certificated employees giving up their constitutional and contractual rights to tenure and relinquishing such tenure rights.
4. To provide a better balance of staff experience.

B. QUALIFICATIONS

1. Certificated Employee: To be a participant a person must be employed by the School District (Mitchell Public Schools) as of the date of acceptance of the person's application in the position of a fully certified employee (a) covered by the negotiated agreement between the Mitchell Public Schools and the Mitchell Education Association (hereinafter sometimes referred to as "Eligible Employee" or "Employee" or "Teacher"). On or before December 10, 2026 the School District shall provide all certificated employees of the school district with a list of all certificated employees with the ages and salary schedule placement for the current fiscal year of those eligible and of those not eligible, by position.

2. Full-Time Equivalency – Eligibility and Benefits: Eligible Employees, both full-time and part-time, may participate in the VSP, provided that the part-time Employees must have a full time equivalency (FTE) of .50 FTE or more. For part-time employees, the benefits under this plan shall be prorated as provided in paragraph "D. Benefits" below. Part-time Employees who are on a leave of absence in part and work part-time as of December 1 of the Employee's final contract year shall be eligible to participate in the VSP to the extent of their on-duty FTE. Employees who are on a sabbatical leave, leave of absence, or other Board approved leave except long term disability as of December 1 of the Employee's final contract year shall not be eligible to participate in this VSP.

3. Twenty (20) Years of Service Eligibility: In order for an employee to be eligible for this program, the Employee must have at least twenty (20) creditable years of continuous service (regardless of annual FTE) in the Mitchell Public School District system (or assimilated Class I districts) including their final year of employment.

4. Limitation on Number of Participants: The Board of Education of the School

District, in its sole and absolute discretion, reserves the right to limit the number of participants in this VSP in any fiscal year based on financial exigencies, availability of funds, budget, expenses, revenue, and other school finance issues, including but not limited to the repeal or amendment of the exemption to the property tax levy limitations set forth at Neb. Rev. Stat. § 77-3442(2)(d) (Laws of 2008). The Board of Education shall limit the number of participants in the VSP to two (2) Eligible Employees for the 2026-2027 fiscal year.[1]

5. Criteria for Selection: In the event the total number of employees making application for participation for the 2026-2027 fiscal year exceeds the maximum number of employees to be allowed to participate as determined by the Board of Education for such fiscal year, the selection of the employees allowed to participate in the VSP shall be based upon the following criteria in descending order of priority:

a. Highest salary: The first priority for participation shall be granted to the individual employee with the highest scheduled salary for the school fiscal year in effect during the employees' last year of employment. For purposes of this paragraph:

(1) Eligible Employees' salaries will be compared only to other teachers' salaries making application for participation in this VSP program during the fiscal year for which the application is submitted.

(2) "Scheduled salary" shall be defined as the 1.0 FTE salary listed on the negotiated salary schedule for the Employee's lane/step in his/her final contract year adjusted for the Employee's FTE plus salary paid for extended contract days based upon such salary schedule placement. This definition excludes salary paid for extra duties or responsibilities, reimbursement of expenses, or fringe benefits. In the case of an Administrator, the scheduled salary shall be the last regular salary at the 1.0 FTE level agreed to in the Administrator's individual employment contract.

b. Number of Years of Service: The second priority for participation shall be granted on the basis of those employees having the greatest number of years of service to the Mitchell Public School District regardless of FTE; such service need <u>not</u> be uninterrupted or consecutive years of service.

c. Tiebreaker: If two (2) or more individuals tie on criteria a, b, and c, the names of those persons who are tied shall be placed in a container and names will be drawn blindly from the container for each opening in the VSP.

6. Terminated Employee's Ineligibility: An employee who has received written notice of possible cancellation, termination or non-renewal for reasons other than reduction in force shall not be eligible and may not participate in this program, unless after a hearing before the Board of Education it is determined that the employee's contract should not be cancelled, non-renewed or terminated. An employee who has received written notice of possible termination for reason of a reduction in force shall be eligible and may participate in this program if, but only if, said employee expressly waives all rights to which he or she may be

[1] Neb. Rev. Stat. § 77-3442((2)(d), excluding from the property tax levy limitations "sums agreed to be paid by a school district to certificated employees in exchange for a voluntary termination of employment."

entitled under the reduction in force law including, without limitation, substantive and procedural rights, staff development assistance and retirement incentive plan benefits, and recall rights.

7. Notice of Plan: The superintendent or the Superintendent's designee shall notify all Eligible Employees of the school district of the VSP, and shall provide the VSP Application and Agreement forms, on or before December 10, 2026. A copy of said VSP and VSP Application and agreement as it now exists or as it may from time-to-time amended can be obtained from the school office.

C. ENROLLMENT REQUIREMENTS AND BOARD ACTION

1. Application Date: Each employee who wishes to participate in the VSP must properly complete, execute, and submit the VSP Application and Agreement forms to the Superintendent on or before January 5, 2027. **FAILURE TO SUBMIT THE APPLICATION WITHIN THE TIME FRAME SPECIFIED SHALL RESULT IN THE REJECTION OF SUCH APPLICATION.**

2. Board Action on Application and Agreement: The Board of Education shall review the employee's record to determine if the employee is qualified to participate under section B above. If the eligible employee is qualified and is selected for participation, the Board of Education may take action to approve the employee's Application and Agreement forms at such time as deemed appropriate.

3. Resignation: In the event that the employee's completed Application and Agreement forms have been approved by the Board of Education, the employee's resignation set forth in the Application and Agreement forms for the program shall be effective at the close of the 2026-2027 school year.

D. BENEFITS

1. Calculation of VSP Benefit: A qualified certificated employee who has requested and been accepted for participation in the VSP shall receive a benefit calculated as follows: **ONE THOUSAND DOLLARS ($1,000.00)** multiplied by the Teacher's total consecutive years of creditable service up to a maximum **TWENTY-FIVE THOUSAND ($25,000)**. The Teacher shall be paid the severance pay amount and benefit in three equal installments; the first installment to be paid on or before September 20, 2027, and the second installment to be paid on or before September 20, 2028, third installment to be paid on or before September 20, 2029.

2. Source of Funds: The School District shall pay the entire cost of the plan.

3. Administration: This Plan shall be administered by the Board of Education by and through the administration of the School District.

4. Income Tax Consequences: It is understood and agreed that there currently exists an issue with the Internal Revenue Service (IRS) as to whether (1) a lump sum payment paid by an employer in exchange for the relinquishment of continuing contract and tenure rights by the Teacher constitutes "wages" paid to the Teacher for purposes of the payment of FICA

taxes; and, as such, (2) whether the employer and Teacher are liable for payment of FICA taxes on monies paid for total relinquishment of continuing contract and tenure rights. It is therefore understood and agreed with regard to the lump sum payment benefit election that:

(1) State and federal withholding, FICA, FUTA, including employer and employee share thereof have been, or will be, withheld from or contributed in relation to all of the lump sum payment amounts under paragraph provided herein.

(2) State employee's retirement will not be withheld from such amounts.

(3) In the event the School District determines to seek a refund of the employer and employee share of the FICA tax payments made, the lump sum payment to the Teacher under paragraph A above through the filing of IRS forms 941 and 843, or other applicable forms, process or procedures, the Teacher will cooperate to the fullest extent possible in pursuing such refunds as are allowed by law.

E. WAIVER AND RELEASE OF CLAIMS

Employees who participate in the VSP shall be required to waive and release the School District from claims and rights as provided in a Release and Agreement adopted as a part of this VSP policy. The Administration shall give the requisite notices to eligible employees as required by law in order for the Release and Agreement to be fully enforceable.

All eligible certificated employees shall be provided a copy of this VSP Policy and the Application at least forty-five (45) days prior to the application deadline and provide eligible employees any additional information required by law.

A copy of the Application shall also be made available at the Superintendent’s office.

F. TERM OF PROGRAM

The VSP program and policy, and all benefits provided herein, shall expire and be of no force and effect with regard to eligibility under this VSP as of August 31, 2027, and as to participation in this VSP as of August 31, 2027.

Policy No. 5208 - High School Credit for Middle School Courses

Students

High school credit may be awarded to students in a middle grades course if the course content and requirements are equivalent to a course offered in the high school.

Legal Reference: NDE Rule 10.003.05B

Date of Adoption: <-- SOP:AdoptionDate -->

Policy No. 5301 - Association Activities

Students

The Mitchell Public School District is a member of the Nebraska School Activities Association, which is a voluntary organization of public and private schools of Nebraska organized for the purpose of promoting and regulating the competition between schools in what is generally known as the extracurricular activities.

All students participating in extracurricular activities shall follow the rules provided by the Nebraska School Activities Association and rules of Mitchell Public Schools. The Superintendent or designee shall, as required by law, designate each school-sponsored interscholastic athletic team or sport as either: (1) boys; (2) girls; or (3) mixed.

Students who represent Mitchell Public Schools in any of its allied or extracurricular activities shall practice a high level of citizenship both in school and in community living.

Legal Reference: Neb. Rev. Stat. §§ 79-3801, through 79-3807,

Date of Adoption: <-- SOP:AdoptionDate -->

Policy No. 5302 - Student Organizations

Students

The Superintendent or designee shall approve formal student organizations, provide adequate supervision, and administer student finances for student organizations and activities. Student organizations, as a vital part of the total education program, should accomplish the following criteria:

1) Extend and reinforce the instructional program.

2) Give students practice in democratic self-government.

3) Develop student morale and support for the school.

4) Honor outstanding student achievement.

5) Provide wholesome social and recreational activities.

Date of Adoption: <-- SOP:AdoptionDate -->

Policy No. 5303 - Student Activities, Hazing, Fund-Raising and Supervision

Students

Secret Organization. No student shall participate in or be a member of any secret fraternity or secret organization that is in any degree a school organization. Students who violate this rule may be denied any or all school privileges and may be expelled.

Initiation & Hazing Activities. Initiations and hazing activities are not permitted. Students who violate this rule may be denied any or all school privileges and may be expelled or removed from activities.

Fund-raising. Students may engage in raising funds, under the control of school officials, for certain approved student activities, provided the fundraising project has the prior approval of the Principal of the school involved.

Students or student groups desiring to raise money through fund drives in one form or another must present their prior written requests to the Principal for their approval. The Principal´s approval or denial will be based on the following criteria:

A. Where and how the funds will be used.

B. Appropriateness of the fundraising project in relation to the school environment and expectations.

C. The number of fundraising projects per organization per year.

The Principal shall have the final determination on whether to approve or deny a fundraising request. Principals will need to approve locations and subject matter of any flyers, handouts, or posters associated with any fundraising project at school.

The Board will not be responsible for any losses incurred in any fundraising project.

Adult Sponsors. Adult sponsors must be in attendance at all school sponsored activities.

Neb. Rev. Stat. Sections 79-2101, to 79-2103,

Date of Adoption: <-- SOP:AdoptionDate -->

Policy No. 5304 - Selection of Students for Participation in Activities

Students

"Team selection" and "playing time" decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purposes of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

1. School Representative. Student participants must demonstrate that they can and will represent themselves and their school in a manner which reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.

2. Success. Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student´s: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

Date of Adoption: <-- SOP:AdoptionDate -->

Policy No. 5305 - School Dances

Students

A school sponsored dance is a school activity subject to all provisions of the Student Code of Conduct, and is a privilege available to students meeting all requirements for participation.

General Rules of Student Conduct at Dances. In addition to all rules of student conduct in the Student Handbook, students attending dances shall adhere to the following rules of conduct:

1. Who Can Attend: Only students of Mitchell Public Schools and an preapproved guest may attend.

a. Students currently attending Mitchell High School or another Nebraska high school who have not been restricted from attending extracurricular activities at Mitchell High School or their own school are generally considered appropriate dates or invited guests.

b. Persons who are younger than freshman-level status or older than 19 years of age and not attending high school are generally considered to not be appropriate dates or invited guests for our school dances.

c. Some school dances may be restricted to students attending specified grades levels at Mitchell Public Schools. For any dances at the middle school level, only students attending Mitchell Public Schools in the grade(s) for which the dance is being held may attend.

d. Students who have been suspended from school or from extracurricular activities may not attend.

e. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.

f. Rules for dances may restrict students and their guests from leaving the dance until the dance ends without written parental permission on a form provided.

g. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be required to leave.

2. Prohibited Substances: Alcoholic beverages, illegal drugs, and tobacco (including electronic nicotine delivery systems) are prohibited. Anyone using these or showing the affects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents and law enforcement may be contacted.

Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who refuse to submit to a breathalyzer may not gain entrance. Law

enforcement will be contacted if there is reasonable suspicion that the student or a student´s date is under the influence of alcohol or drugs.

3. Appropriate Attire: Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student´s attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change the inappropriate clothing. It is advisable to check in advance of the dance with the Principal or staff sponsor for the event if you are uncertain about your attire.

Eligibility for Selection of Royalty. Nomination and selection of royalty for school sponsored dances is an honor awarded by students to those of their peers that exemplify the highest standards of integrity and achievement. Students nominated for dance royalty must have demonstrated through their conduct, academic achievement and activities that they have represented, and will represent, themselves, their classmates, and their school in a manner which reflects outstanding effort, commitment to their school and fellow students, and integrity and good citizenship in the school and in the community. The students selected to be the "royalty" for the Homecoming and Prom or any other school sponsored dance or activity shall meet that general standard as determined by the administration and, in addition, meet the following specific academic, activity and conduct standards:

1. Specific Dance Eligibility and Selection Requirements:

   a. Homecoming Queen & King:

   • Only a senior girl shall be eligible to be Queen and only a Senior boy shall be eligible to be King.

   • To be eligible, a candidate must agree to attend the entire Homecoming Dance and represent the school properly.

   • The queen and king will be chosen from the qualified nominees by secret vote of the student body during Homecoming week. Crowning will be held at the fall sports event deemed to have the largest attendance.

   b. Prom King and Queen:

   • Only a Senior girl shall be eligible to be Queen and a Senior boy shall be eligible to be King. The candidates may not have been previously selected as royalty at another school sponsored dance.

   • To be eligible, a candidate must agree to attend the entire Prom Dance and represent the school properly.

   • The queen and king will be chosen from the qualified nominees by secret vote of the junior class.

Date of Adoption: <-- SOP:AdoptionDate -->

Policy No. 5401 - Anti-discrimination, Anti-harassment, and Anti-retaliation

Students (& Employees)

A. Elimination of Discrimination.

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

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

Students: Mrs. Jamie Batterman, Special Services Director, 1819 19th Avenue, Mitchell, NE 69357, 308-623-2828, jamie.batterman@mitchelltigers.org

Employees and Others: Dr. Katherine Urbanek, Superintendent, 1819 19th Avenue, Mitchell, NE 69357, 308-623-1707, kurbanek@mitchelltigers.org

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

B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.

1. Purpose:

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

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran

status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

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

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

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

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

a. Name-calling,

b. Teasing or taunting,

c. Insults, slurs, or derogatory names or remarks,

d. Demeaning jokes,

e. Inappropriate gestures,

f. Graffiti or inappropriate written or electronic material,

g. Visual displays, such as cartoons, posters, or electronic images,

h. Threats or intimidating or hostile conduct,

i. Physical acts of aggression, assault, or violence, or

j. Criminal offenses

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

a. Unwelcome sexual advances or propositions,

b. Requests or pressure for sexual favors,

c. Comments about an individual´s body, sexual activity, or sexual attractiveness,

d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,

e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person´s will or where a person is incapable of giving consent due to the victim´s age, intellectual disability, or use of drugs or alcohol,

f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or

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

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

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

2. <u>Anti-retaliation:</u>

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

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These

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

3. <u>Grievance (or Complaint)</u> Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the

District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District´s investigation.

The District will aim to complete its investigation within ten (10) working days after receiving a complaint or report, unless extenuating circumstances exist as determined by the investigator. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity if the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will be determined by the investigator and in compliance with any legal requirements. Periodic status updates will be given to the parties, when appropriate.

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

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

b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.

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

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

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

a. A summary of the facts,

b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and

c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate discrimination, harassment or other inappropriate conduct.

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

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

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent´s determination, he or she may file an appeal in writing with the Board of Education within five (5) working days after receiving the Superintendent´s determination. The Board of Education will review the appeal, the Superintendent´s determination, the investigative documentation and decision, and allow the party to address the Board or a Committee of the Board of Education to present his or her appeal. The Board or Committee of the Board of Education may, in its discretion, issue a written determination about the appeal. The Board or a Committee of the Board may, in the alternative, vote on the appeal and send the party the outcome of the vote. The party who filed the appeal will be sent the Board´s determination. The Board´s determination, and any actions taken, will be final on behalf of the District.

4. <u>Confidentiality</u>:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation

provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

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

5. **Training:**

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.

b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.

c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).

d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.

f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.

g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.

h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.

i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.

j. Recommending changes to this policy and grievance procedure.

k. Performing other duties as assigned.

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

7. <u>Preventive Measures</u>:

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

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

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.

Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;

Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.

Section 504 of the Rehabilitation Act of 1973 (Section 504)

Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)

Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.

Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: <-- SOP:AdoptionDate -->

Complaint Form

Discrimination, Harassment or Retaliation

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

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

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

Dr. Katherine Urbanek, Superintendent, 1819 19th Avenue, Mitchell, NE 69357 (308641-7110, kurbanek@mitchelltigers.org

Name: _____ Date: _____

(1) Description of the complaint:

_____
_____
_____
_____
__

_____
_____

_____
_____
_____.

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

_____
_____
_____._____
_____

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

_____
_____.-

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

_____
_____
_____.-

_____
_____

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

_____
_____
_____.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I

understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Signature:_____

Received by: _____ Date: _____

Policy No. 5405 - Corporal Punishment

Students

Corporal punishment is prohibited. No staff member or other agent of the District may use physical force with a student except to the extent such is reasonably necessary for self-defense, the protection of persons or the safe-guarding of property, and only such physical force as is reasonably necessary for such purposes shall be used.

Legal Reference: Neb. Rev. Stat. Sec. 79-295

NDE Rule 27

Date of Adoption: <-- SOP:AdoptionDate -->

Policy No. 5405 - Corporal Punishment

Students

Corporal punishment is prohibited. No staff member or other agent of the District may use physical force with a student except to the extent such is reasonably necessary for self-defense, the protection of persons or the safe-guarding of property, and only such physical force as is reasonably necessary for such purposes shall be used.

Legal Reference: Neb. Rev. Stat. Sec. 79-295

NDE Rule 27

Date of Adoption: <-- SOP:AdoptionDate -->

Policy No. 5406 - Search and Seizures

Students

When it is determined, based on searches, that a person has violated a Board policy, administrative regulation, building rule, student conduct rule or personnel expectation, or the law, the person shall be subject to appropriate disciplinary action and a report to law enforcement may be made.

Student lockers, desks and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding items placed in or on school property because school property is subject to search at any time by school officials. Periodic, random searches of student lockers may be conducted in the discretion of the administration.

The following procedures will be used for conducting searches:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation. The search must be conducted in a reasonable manner under the circumstances.

2. Random searches of student lockers, desks, and other similar school property provided for use by students may be conducted in the discretion of the administration.

3. Drug or alcohol tests may be conducted on students based on reasonable suspicion.

4. Drug or alcohol tests may be conducted on a random basis for students participating in extracurricular activities, provided that: a) the student gave consent for testing in advance (attendance at or participation in the extracurricular activity may be withheld in the absence of consent), b) the testing is random, c) that the testing procedures limit any intrusion on student privacy, and provide for an appropriate level of confidentiality and accuracy, and d) that the response to positive tests take into consideration student safety and compliance with laws related to reporting and releasing students to law enforcement.

5. School officials may search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file.

6. Searches of the District´s computer system may be conducted in the discretion of the administration at any time.

The following procedures will be used for the removal of personal property:

1. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal

drugs, firearm or dangerous weapon shall be confiscated and delivered to law enforcement as soon as practicable. A personal safety or security device (such as a taser, mace or pepper spray) not previously approved by the Administration constitutes a "dangerous weapon."

2. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process may be removed from student possession.

Date of Adoption: <-- SOP:AdoptionDate -->