

# REGULAR MONTHLY MEETING OF THE BOARD OF EDUCATION - AGENDA

## Alma Public Schools

Monday, July 13, 2020

### A. Call to Order and announce location of Open Meetings Act Poster

1. Verification of Receipt of Notice, which was published in the Harlan County Journal
2. Approval of Consent Agenda
  - a. Minutes from Previous Meetings
  - b. General Financial Report
  - c. Activity Financial Report
3. Review monthly bills submitted
4. Roll of Board Members - Excuse absent board members

### B. Request to address the Board

### C. Action Items - Discuss, consider, and take all necessary action

1. **Discuss, consider, and take all necessary action to approve the school's Anti-Bullying (5415), Parental Involvement (6400), Student Fee (5195), and Multi-Cultural Policies (6370).**
2. **Discuss, consider, and take all necessary action to review and approve the student, teacher, non-certified, paraprofessional and activity handbooks.**
3. **Discuss, consider, and take all necessary action to review and decide whether or not to raise lunch prices, activity prices and passes, substitute pay.**
4. **Discuss, consider, and take all necessary action to review and decide whether to join the Nebraska Rural Community Association (NRCSA - \$850) and the National Rural Education Association (NREA - \$75) for the 2020-21school year.**
5. **Discuss, consider, and take all necessary action to review and decide whether to split the First Grade class (29 students possible) and the Kindergarten class (27 students possible).**
6. **Discuss, consider, and take all necessary action to review and decide whether to hire Matthew Hageman as a 5<sup>th</sup> grade teacher.**

7. **Discuss, consider, and take all necessary action to review and decide whether to hire a Kindergarten teacher.**
  
8. **Discuss, consider, and take all necessary action to review and decide whether to approve the update of the following policies by adding a non-discrimination provision about sexual orientation and gender identity (1200, 3560, 4002, 4003, 4003a, 4003b, 4190, 4260, 5001, 5401, 5401z, 6380, 7060, 7070).**

D. Principal's Report: COVID Return to School, Summer School

E. Superintendent's Report: COVID Policy, Summer Projects (Gym Score Board, Back Board lights donations)

F. Next Regular Meeting

G. Adjourn

THE BOARD OF EDUCATION OF THE ALMA SCHOOL DISTRICT NO. 2 WILL DISCUSS, CONSIDER, OR TAKE ACTION ON ALL ISSUES MENTIONED IN THIS AGENDA.

REGULAR MONTHLY MEETING OF  
THE BOARD OF EDUCATION  
Monday, June 8, 2020 7:00 PM Central

The Library at Alma Public Schools  
515 Jewell Street  
Alma, NE 68920

Allen Brugh: Present  
Brett Hammond: Present  
Randy Heckenlively: Present  
Scott Prickett: Present  
Nick Simonson: Present  
Janna Tripe: Present

Call to Order and announce location of Open Meetings Act Poster at 7:01 PM by President Allen Brugh.

Approval of Consent Agenda

A motion was made by Janna Tripe and seconded by Randy Heckenlively to approve the consent agenda, which includes minutes from the regular May meeting and the Financial Reports. After discussion and on roll call vote the Board voted as follows: Allen Brugh: Yea, Brett Hammond: Yea, Randy Heckenlively: Yea, Scott Prickett: Yea, Nick Simonson: Yea, Janna Tripe: Yea

Verification of Receipt of Notice, which was published in the Harlan County Journal

Review monthly bills submitted

A motion was made by Brett Hammond and seconded by Scott Prickett to approve the receipts, expenditures, and payment of claims from the General Fund for \$424,971.09, Lunch Fund for \$13,270.87, and Activity Fund for \$1,754.32. After discussion and on roll call vote the Board voted as follows: Allen Brugh: Yea, Brett Hammond: Yea, Randy Heckenlively: Yea, Scott Prickett: Yea, Nick Simonson: Yea, Janna Tripe: Yea

No one requested to address the Board.

A motion was made by Allen Brugh and seconded by Brett Hammond to approve the bid from Techline Sports Lighting - 40 FC Light Level with 10-year warranty for \$198,800 - pending approval of the 1% energy loan. After discussion and on roll call vote the Board voted as follows: Scott Prickett: Nay, Nick Simonson: Nay, Allen Brugh: Yea, Brett Hammond: Yea, Randy Heckenlively: Yea, Janna Tripe: Yea.

A motion was made by Allen Brugh and seconded by Janna Tripe to move forward with securing a 1% loan for 10 years. After discussion and on roll call vote the Board voted as follows: Scott Prickett: Nay, Allen Brugh: Yea, Brett Hammond: Yea, Randy Heckenlively: Yea, Nick Simonson: Yea, Janna Tripe: Yea.

Review amendments to the existing policies as provided by the Perry Law Firm: Policy 1040 - Annual Report; Policy 5101 - Student Discipline; Policy 5103 - Extracurricular Activity; Policy 5406 - Search and Seizure; Policy 5506 - Safe Pupil Transportation Plan; Policy 6111 - Classroom Environment; Policy 6117 - Ceremonies; and Policy 6283A - Return to Learn Protocol. A motion was made by Scott Prickett and seconded by Nick Simonson to approve policy updates, as presented, to Policies #1040, 5006, 5101, 5103, 5406, 5506, 6111, 6117, 6283A. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Brett Hammond: Yea, Randy Heckenlively: Yea, Scott Prickett: Yea, Nick Simonson: Yea, Janna Tripe: Yea.

A motion was made by Scott Prickett and seconded by Nick Simonson to approve the bid from Eakes for equipment (copier and software) upgrade, as quoted. After discussion and on roll call vote the Board voted as follows: Passed. Allen Brugh: Yea, Brett Hammond: Yea, Randy Heckenlively: Yea, Scott Prickett: Yea, Nick Simonson: Yea, Janna Tripe: Yea.

Principal's Report: Graduation, Summer School

Superintendent's Report: COVID -19 & Reopening School for 2020-21 School year. Summer Projects (Carpet, storage buildings, cement work.)

Next Regular Meeting will be Monday, July 13, 2020 at 7:00 PM.

President Brugh adjourned the meeting at 8:01 PM.

MINUTES OF THE SPECIAL MEETING OF  
THE BOARD OF EDUCATION OF ALMA PUBLIC SCHOOLS

A meeting of the Alma Public Schools Board of Education was convened in open and public session on Monday, June 22, 2020, at 7:00 PM in the Library at Alma Public Schools. The roll was called and the following Board members were present: Allen Brugh, Brett Hammond, Randy Heckenlively, Scott Prickett, Nick Simonson, Janna Tripe.

Notice of Special Meeting of the Alma Board of Education was posted on the front door of the school, the Alma Post Office, at Community Bank of Stamford, and Commercial State Bank of Republican City, on June 18, 2020. All board members and administration were notified of the meeting in advance.

The Secretary of the Board maintains a list of the news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

A motion was made by Nick Simonson and seconded by Brett Hammond to approve purchase agreement for Lots 1 and 2 and the South half of vacated Sixth Street Block 7, Willits Addition, in Alma. After discussion and on roll call vote the Board voted as follows: Passed.

Allen Brugh: Yea, Brett Hammond: Yea, Randy Heckenlively: Yea, Scott Prickett: Yea, Nick Simonson: Yea, Janna Tripe: Yea  
Yea: 6.

President Allen Brugh adjourned the meeting at 7:10 p.m.

DATED Monday, June 22, 2020  
HARLAN COUNTY SCHOOL DISTRICT #2,  
a/k/a ALMA PUBLIC SCHOOLS

JUNE 2020

<u>General/Money Market/Trans Accts</u>	Receipts	Disburse	Total
6/1/2020 General			\$132,126.73
6/1/2020 Money Market			\$455,642.82
6/1/2020 Transaction			\$4,921.58
Furnas County Treasurer	\$4,055.52		
Harlan County Treasurer	\$399,559.33		
ESU #11	\$600.00		
BCBS - self pay	\$6,161.64		
Anderson Wrecking	\$23.80		
Drivers Education	\$350.00		
Athletic Booster Club (backdrop 1/2)	\$499.68		
MAC SN19	\$3,667.10		
Sp Ed SA FFR Reimb 18-19	\$76,592.00		
ST of NE (State Aid)	\$113,743.00		
interest earned - Transaction Acct	\$1.47		
interest earned - MMA	\$78.48		
interest earned - Gen Fund	\$32.50		
<b>TOTAL RECEIPTS</b>	<b>\$605,364.52</b>		<b>\$1,198,055.65</b>
June expenses		\$433,762.70	\$764,292.95
outstanding checks		\$50,148.02	\$714,144.93
<u><b>Certificates of Deposit</b></u>			\$412,011.41
Balance 6/30/2020			\$1,126,156.34
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<u><b>Bldg/Sinking Fund</b></u>			
Balance 6/1/2020			\$157,255.04
Furnas County Treasurer	\$321.86		
Harlan County Treasurer	\$30,959.00		
interest earned	\$37.12		
<b>Total Receipts</b>	<b>\$31,317.98</b>		
Balance 6/30/2020			\$188,573.02
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<u><b>QCPU Fund</b></u>			
Balance 6/1/2020			\$118,598.31
Furnas County Treasurer	\$128.75		
Harlan County Treasurer	\$12,382.08		
interest earned	\$20.98		
<b>Total Receipts</b>	<b>\$12,531.81</b>		
money wire - interest payment		\$426.25	
Balance 6/30/2020			\$130,703.87
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<u><b>Depreciation Fund</b></u>			
Balance 6/1/2020			\$139,427.36

JUNE 2020

interest earned \$28.57

Balance 6/30/2020 \$139,455.93

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**Lunch Fund**

Balance 6/1/2020 \$14,850.09

Total Receipts \$11,821.82

June expenses \$13,177.09 \$13,494.82

outstanding checks \$1,245.53

Balance 6/30/2020 \$12,249.29

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**Activity Fund**

Balance 6/1/2020 \$145,777.61

Receipts \$7,160.22

cks cleared in June \$6,643.64 \$146,294.19

outstanding checks \$1,621.92

Balance 6/30/2020 \$144,672.27

**Invoice Listing - Summary**

07/08/2020 2:32 PM

Posted - All; Batch Description JUNE 2020 ACTIVITY FUND EXPENSES; Processing Month 06/2020

User ID: DEM

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Check Date</u>	<u>Checking Account ID</u>	<u>Check Number</u>	<u>Invoice Amount</u>
ALMAAUTO	ALMA Auto Parts-Carquest	80404	greenhouse-belts	02/10/2020	06/25/2020	5	18177	11.29
CAMBRIDGET	CAMBRIDGE TEAM CAMP	062319	volleyball camp	06/23/2019	06/23/2020	5	18175	175.00
FLOWPAT	FLOWER PATCH	10098	senior graduation flowers	05/30/2020	06/01/2020	5	18169	443.00
FUNDRAISIN	FUNDRAISING UNIVERSITY	61720	volleyball cookie fundraiser	06/17/2020	06/23/2020	5	18176	3,050.00
FUTURE	FUTURE STARS CAMP	062319	volleyball camp	06/23/2019	06/23/2020	5	18174	100.00
NSAA	NEBRASKA SCHOOL ACTIVITIES ASSN.	061020	activities membership	06/10/2020	06/10/2020	5	18171	1,050.00
RHOADESJ	Rhoades, John	20200707	memorial	06/01/2020	07/07/2020	5	18168	50.00
RPAC	RPAC	060820	act medal	06/10/2020	06/10/2020	5	18172	3.10
THULINT	THULIN, TERRY	061520	rpac executive meeting-meals	06/15/2020	06/15/2020	5	18173	625.00
UNL	UNIVERSITY OF NEBRASKA	062520	dept of ag-ffa leadership	06/25/2020	06/25/2020	5	18179	102.00
USB	US BANK	062520	howsden-6 drawer cart-circle of friends	04/07/2020	06/25/2020	5	18178	308.53

Report Total: 5,917.92

Regular; Beginning Month 06/2020; Processing Month 06/2020; Account Type 7; Fund Number 05

**Fund: 05      ACTIVITY FUND**

		<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
<b>Fund Balance</b>					
05 704 0100	ART	2,730.98	0.00	0.00	2,730.98
05 704 0101	elementary students fund balance	248.40	0.00	0.00	248.40
05 704 0110	COMPUTERS	10,404.93	0.00	0.00	10,404.93
05 704 0120	MISCELLANEOUS	(646.35)	0.00	30.04	(616.31)
05 704 0130	MUSIC SUPPLIES	(824.37)	0.00	0.00	(824.37)
05 704 0131	ELEMENTARY CHOIR	1,165.81	0.00	0.00	1,165.81
05 704 0133	DISTRICT MUSIC	2,170.29	0.00	0.00	2,170.29
05 704 0134	BAND PROJECTS	15.72	0.00	0.00	15.72
05 704 0135	CASH BOXES	(500.00)	0.00	0.00	(500.00)
05 704 0140	COURTESY FUND	3,081.29	50.00	0.00	3,031.29
05 704 0141	WOW	1,168.17	0.00	0.00	1,168.17
05 704 0142	CIRCLE OF FRIENDS	1,633.24	308.53	0.00	1,324.71
05 704 0143	CHRISTMAS DONATION	(1,346.44)	0.00	0.00	(1,346.44)
05 704 0144	RESOURCE	928.02	0.00	0.00	928.02
05 704 0145	LUEDKE MEMORIAL	3,205.21	0.00	0.00	3,205.21
05 704 0160	INDUSTRIAL ARTS	377.17	0.00	0.00	377.17
05 704 0161	FFA SCHOLARSHIP	7,292.43	0.00	0.00	7,292.43
05 704 0165	FUTURE FARMS OF AMERICA	38,149.43	113.29	0.00	38,036.14
05 704 0170	STUDENT COUNCIL	7,854.75	0.00	0.00	7,854.75
05 704 0180	FACULTY-STAFF	421.88	0.00	0.00	421.88
05 704 0190	DISTANCE LEARNING COURSES	18.00	0.00	0.00	18.00
05 704 0218	CLASS OF 2018	243.89	0.00	0.00	243.89
05 704 0219	CLASS OF 2019	119.35	0.00	0.00	119.35
05 704 0220	CLASS OF 2020	1,947.46	443.00	0.00	1,504.46
05 704 0221	CLASS OF 2021	2,138.58	0.00	0.00	2,138.58
05 704 0222	CLASS OF 2022	3,052.18	0.00	0.00	3,052.18
05 704 0223	CLASS OF 2023	1,848.55	0.00	0.00	1,848.55
05 704 0240	PLATE FUND	251.19	0.00	0.00	251.19
05 704 0250	ANNUAL/YEARBOOK	455.19	0.00	0.00	455.19
05 704 0251	PICTURES	7,300.27	0.00	0.00	7,300.27
05 704 0260	HOME EC/CONS ED	1,905.06	0.00	86.08	1,991.14
05 704 0265	COOKIE SALES	1,542.85	0.00	0.00	1,542.85
05 704 0270	BOOK/SOFTWARE ORDERS	6,504.95	0.00	0.00	6,504.95
05 704 0271	GENERAL MILLS BOX TOPS	4,903.61	0.00	0.00	4,903.61
05 704 0280	FIELD TRIPS	329.82	0.00	0.00	329.82
05 704 0300	ATHLETICS	7,461.49	1,678.10	873.10	6,656.49
05 704 0301	FOOTBALL	3,350.84	0.00	0.00	3,350.84
05 704 0302	VOLLEYBALL	2,759.35	3,325.00	6,071.00	5,505.35
05 704 0303	BOYS BASKETBALL	122.58	0.00	0.00	122.58
05 704 0304	GIRLS BASKETBALL	4,872.21	0.00	0.00	4,872.21
05 704 0305	CROSS COUNTRY	1,101.46	0.00	0.00	1,101.46
05 704 0306	TRACK	730.87	0.00	0.00	730.87
05 704 0307	WRESTLING	(16.36)	0.00	0.00	(16.36)
05 704 0308	GOLF	(407.97)	0.00	0.00	(407.97)
05 704 0309	JR. HIGH SPORTS	(720.00)	0.00	0.00	(720.00)
05 704 0400	CHEERLEADERS	2,177.26	0.00	0.00	2,177.26
05 704 0500	NAT'L HONOR SOCIETY	475.80	0.00	0.00	475.80
05 704 0550	MILK MACHINE	2,530.70	0.00	0.00	2,530.70
05 704 0600	QUIZ BOWL	776.79	0.00	0.00	776.79
05 704 0940	SCHOOL CLIMATE COMMITTEE	481.58	0.00	0.00	481.58
05 704 0950	SCHOLARSHIP FUND	1,311.50	0.00	100.00	1,411.50
05 704 0970	WEIGHT ROOM	535.11	0.00	0.00	535.11

Regular; Beginning Month 06/2020; Processing Month 06/2020; Account Type 7; Fund Number 05

<b>Fund: 05</b>	<b>ACTIVITY FUND</b>	<u>Beginning Balance</u>	<u>Debits</u>	<u>Credits</u>	<u>Ending Balance</u>
05 704 0971	DEPOSITS WEIGHT ROOM USE	5,220.00	0.00	0.00	5,220.00
05 704 0980	MATH/SCIENCE CLUB	15.00	0.00	0.00	15.00
05 704 0990	SPEECH	(1,376.62)	0.00	0.00	(1,376.62)
05 704 0991	DRAMA	1,936.87	0.00	0.00	1,936.87
Total:	Fund Balance	143,429.97	5,917.92	7,160.22	144,672.27
Total:	05	143,429.97	5,917.92	7,160.22	144,672.27

Ck #	Entity Name	Description	Check Amount
30397	ACCESS ELEVATOR & LIFTS, INC.	elevator maint, inspection	604.00
30398	ACCO BRANDS USA LLC	binders esucc-568720	148.56
30399	ALMA Auto Parts-Carquest	air filter, lube	34.62
30400	ALMA POST OFFICE	annual box rent (due June 30)	208.00
30401	AMERICAN ELECTRIC COMPANY	Led dome fixture	188.00
30402	BENJAMIN'S LANDSCAPING	2nd app lawn care	369.96
30403	BLICK ART MATERIALS	matboard	29.25
30404	C H S / AGRI SERVICE CENTER	May charges	353.86
30405	CCS PRESENTATION SYSTEMS	Smart Notebook for teachers	672.30
30406	CITY OF ALMA	gas, sewer, water, trash	2,364.69
30407	COMPUTERS ETC	25 pk slimline jewel case esucc-564867	12.11
30408	CREATIVE TEACHING PRESS	Nelson, Radil requisitions	99.63
30409	DAS STATE ACCTING - CENTRAL FINANCE	data transmission lines	229.32
30410	DECKER EQUIPMENT, INC	slide plate, bumper, latch cover plate, door pull	67.20
30411	EDUCATIONAL SERVICE UNIT #11	IXL, tech support	5,151.00
30412	ESU COORDINATING COUNCIL	annual movie site license	351.00
30413	FLINN SCIENTIFIC INC	T Howsden science supplies	163.00
30414	FRONTIER	land line 2 mos.	1,654.46
30415	Goodheart-Wilcox Publisher	Nutr/Wellness for Life curriculum	740.93
30416	GOPHER SPORT	Utility Balls for PE	64.29
30417	HEARTLAND FAMILY MEDICINE	Frecks bus driver physical	75.00
30418	HOGELANDS MARKET	summer school snacks	75.70
30419	HOLDREGE AUTO PARTS, INC	lawn edger, chain saw repair	89.25
30420	HOLDREGE ELECTRIC	sensors, outlets moved	1,149.78
30421	The Home Depot Pro	custodial supplies (extra sprayers for disinfecting)	5,255.77
30422	HOMETOWN LEASING	copier lease	1,603.67
30423	JONES SCHOOL SUPPLY	Quiz Bowl medals	94.95
30424	LAKESHORE LEARNING MATERIALS	Howsden, Nelson, Davis, Howsden	746.12
30425	MADISON NATIONAL LIFE	prepaid retiree life	101.50
30426	MCGRAW-HILL SCHOOL EDUCATION, LLC	elementary reading curriculum	53,423.40
30427	MENARDS STORE #3200	metal shelving	179.98
30428	MIDWEST TECHNOLOGY - ESUCC	25' cord reels	36.84
30429	MISKO SPORTS	Mueller tape/wrap	382.50
30430	NASCO FORT ATKINSON	CPR manikin prompt 7pk, scooter	913.77
30431	NEBRASKA NOTARY ASSOCIATION	Judy Dietz notary renewal	146.99
30432	NEBRASKA PUBLIC POWER DISTRICT	electricity	3,651.27
30433	ORIENTAL TRADING COMPANY, INC	Radil, cactus deco	34.07
30434	Paper Magic Group	elem requisitions	93.92
30435	PRAIRIE HILL LANDFILL - CITY OF HOLDREGE	waste offload fee	58.87
30436	PRO-ED Inc.	Step Up to R (w/access codes)	51.70
30437	PYRAMID SCHOOL PRODUCTS	volleyball kneepads	224.00
30438	RAPIDS	kitchen/cleaning supplies	42.11
30439	RASMUSSEN MECHANICAL SERVICES	AC condenser maintenance	506.35
30440	REALLY GOOD STUFF, LLC	privacy shields	113.97
30441	S & W AUTO PARTS, INC	WD40, tube-o-lube	10.08
30442	SAVVAS LEARNING CO LLC	economics & physics curriculum	1,242.09
30443	SCHOOL HEALTH CORPORATION	4" x 1000' plastic wrap	35.83
30444	SCHOOL NURSE SUPPLY, INC	nurse/safety supplies	590.05
30445	SCHOOL SPECIALTY INC	coop purchase (no detail)	402.30
30446	Smith Irrigation Equipment	1.3"x390' replacement tube for waterreel	718.19
30447	SportsGraphics	gym wall panels	2,595.00
30448	SUNBELT RENTALS	rent floor stripper	122.11
30449	TEACHER DIRECT	elem requisitions	471.67
30450	TILLOTSON ENTERPRISES	concrete leveling	2,233.00
30451	TRIPE MOTOR CO	11 Suburban, '09 Silverado maintenance	284.25
30452	TRUSTWORTHY HARDWARE	nails, bits, paint, tape, rope, sprayer(s)	239.66
30453	U.S.CELLULAR	Bruce's cell phone	79.08
30454	VAN DIEST SUPPLY COMPANY	Armada, Arena, Dimension, Plateau, Sunwet	1,456.81
30455	VIRCO, INC	grey tables	568.56
30456	WAGGONER INSURANCE AGENCY	quarterly prmt	21,781.00
30457	Wilson Flooring	carpet in commons, hallways	2,993.76
30458	WOODWARD'S DISPOSAL SVC, INC	upgrade to yearly pay	60.00
	sub-total		<u>118,441.10</u>
		PAYROLL	<u>333,004.74</u>
	TOTAL		<u>451,445.84</u>

Nutrition Services - July 2020 - Ck List

<u>Ck #</u>	<u>Entity Name</u>	<u>Description</u>	<u>Check Amount</u>
1863	CASH-WA DISTRIBUTING	foods/supplies	3,324.50
1864	DEAN FOODS COMPANY	milk products	1,526.18
1865	ECOLAB PEST ELIM DIVISION	pest/vermin control	84.26
1866	IDEAL LINEN SUPPLY	linen service	73.34
1867	SYSCO LINCOLN	foods/supplies	1,141.05
1868	US Foods, Inc.	foods/supplies	359.36
	sub-total	foods/supplies	<u>6,508.69</u>
		PAYROLL	<u>5,687.78</u>
	TOTAL		<u><u>12,196.47</u></u>

StudentsAnti-Bullying Policy

One of the missions of the District is to provide a physically safe and emotionally secure environment for students and staff.

The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by students. Positive behaviors include non-violence, cooperation, teamwork, understanding, and acceptance of others.

The administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students. Inappropriate behaviors include bullying, intimidation, and harassment. Bullying means any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by the school being used for a school purpose by a school employee or designee, or at school-sponsored activities or school-sponsored athletic events.

The school district shall review the anti-bullying policy annually.

**Legal Reference:**     Laws 2008, LB 205  
                              Student Discipline Act, Neb. Rev. Stat. " 79-254 to 79-296  
                              NDE February 2003 State Board Action; Reaffirmed December 2005

Date of Adoption: \_\_\_\_ July 14 \_\_\_\_, 2008

InstructionParental/Community Involvement in Schools

Harlan School District #42-0002, Alma Public Schools, after having conducted a public hearing concerning parental involvement and participation in the school district herewith declares that it shall be the policy of the District to provide access to parents to all textbooks, tests, curriculum materials, and any other instructional materials used by the school.

It shall further be the policy of the District in the event any parent has a complaint or objection to any such materials to make such provision for personal conferences with the parent and appropriate school personnel to discuss such concerns as the superintendent or his/her designee may deem appropriate. The superintendent or his/her designee shall cause to be prepared a complaint form which may be used by a parent to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent.

It shall further be the policy of the District to upon reasonable advance request by a parent to attend and monitor courses, assemblies, counseling sessions, and other instructional activities, to permit such parent to be in attendance at such activities unless such attendance would substantially interfere with a legitimate school interest.

It shall further be the policy of the district to encourage communications from the parents concerning when a parent believes it to be appropriate for his/her student to be excused from testing, classroom instruction, and other school experiences that the parent may find objectionable. The superintendent or his/her designee shall make a provision on the complaint form hereinabove referred to for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent.

It shall further be the policy of the District to provide full access to the records of the students to a parent or guardian all as set forth in Section 79-2,104, the Federal Education Right To Privacy Act, and other applicable law during regular business hours of the school at the school headquarters or wherever the student's records may regularly be maintained by the District.

It is the further policy of the District to notify a parent or parents of any student who may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the Iowa Test of Basic Skills or the California Achievement Test, to notify the parent when reasonable to do so, where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent or guardian of such student shall be prohibited unless a parent requests in writing that such tests be administered to his/her resident student.

Prior to any school sponsored survey being administered to the students of the District, it shall be the duty of the superintendent or his/her designee to notify the parent or parents to each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.

It shall be the policy of the District as a general matter to leave substantive decision making processes to the professional staff, administration and Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in all activities of the school as it relates to the student of the District.

Date of Adoption: \_\_\_\_\_, 2005

InstructionMulticultural Education

Alma Public Schools incorporates multicultural education in all curriculum areas at all grades. Multicultural education includes, but is not limited to, studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans with special emphasis on human relations and sensitivity toward all races.

Statement of Philosophy and Mission

The philosophy of the multicultural education program is that students will have improved ability to function as productive members of society when provided with: (a) an understanding of diverse cultures and races, the manner in which the existence of diverse cultures and races have affected the history of our Nation and the world, and of the contributions made by diverse cultures and races and (b) with the ability and skills to be sensitive toward and to study, work and live successively with persons of diverse cultures and races.

The mission of the multicultural education program is to prepare students to: (a) value and respect their own culture and race and cultures and races other than their own and (b) eliminate stereotypes and different treatment of others based on culture and race. The mission shall also include preparing students to eliminate stereotypes and discrimination or harassment of others based on ethnicity, religion, gender, socioeconomic status, age, or disability.

Implementation of Multicultural Education

The philosophy and mission of the multicultural education program is to be implemented as follows:

1. Multicultural education shall be included in goals established for educational programs.
2. Multicultural education shall be included in the district curriculum guides, frameworks, or standards.
3. The process for selecting appropriate instructional materials shall include assuring that the instructional materials at all grade levels include studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans with special emphasis on human relations and sensitivity toward all races.
4. Staff development shall be provided on the District's multicultural education policy. The staff development shall including professional development for administrators, teachers, and support staff which is congruent with the District and program goals.
5. Periodic assessment of the multicultural education program shall be conducted by the Superintendent. Teachers and other staff upon request shall have the responsibility to provide the administration with reports on: (a) the instructional

materials used and programs or methods implemented with their students which are supportive of the multicultural education program philosophy and mission, (b) programs or materials to be implemented in the future or which teachers or other staff feel should be implemented to further advance such philosophy and mission, and (c) with their professional assessment on the successes of or deficiencies in achieving the multicultural education program philosophy and mission. The Superintendent shall provide an annual status report on the assessment to the Board of Education.

Legal Reference: Nebraska State Board of Education Rule 10

Date of Adoption: \_\_\_\_\_, 2005

**STUDENT FEES POLICY**

The Board of Education of Alma Public Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "1," which provides further specifics of student fees and materials required of students for the 2004-2005 school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

(1) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear nonspecialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear nonspecialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the

usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

(2) Personal or consumable items & miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

(b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

(ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

(iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

(v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(3) Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be

required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extra curricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.

(6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

(7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(8) Participation in before-and-after-school or prekindergarten services. Students are responsible for fees required for participation in before-and-after-school or prekindergarten services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District's policy is to provide fee waivers in accordance with

the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

## CERTIFICATION

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings in compliance with the public meetings laws.

\_\_\_\_\_  
Superintendent or Other Authorized School Official

### Legal References:

- Neb. Rev. Stat. §§79-2,125 to 79-2,135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)
- Neb. Constitution, Article VII, section 1.
- Neb. Rev. Stat. §§79-241, 79-605, and 79-611(transportation)
- Neb. Rev. Stat. §79-2,104 (student files or records)
- Neb. Rev. Stat. §79-715 (eye-protective devices)
- Neb. Rev. Stat. §79-737 (liability of students for damages to school books)
- Neb. Rev. Stat. §79-1104 (before-and-after-school or prekindergarten services)
- Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

Date of Adoption: (July 2005)

**Appendix "1" to Student Fees Policy of  
Alma Public Schools**

**Additional Specification of Required Materials and Fees<sup>1</sup>**

<b>Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum)<sup>2</sup> or <u>Specific Material</u> Required</b>
<b>Elementary Program</b>		
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student. Instrument Rental Fee is \$20 per semester or \$40 per year for use of school owned instruments.
Music -Optional Blue Notes Honor Choir	Coordinating group attire	Blue notes shirts and dark pants
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists

<sup>1</sup> This listing is a part of the 2004-2005 Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.

<sup>2</sup> Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the 2004-2005 school year.

Field Trips	Transportation and admission costs of field trips	None-costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.
Summer school courses	Classes offered during the summer, or at night, if any	Currently there is no charge for Summer School.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
School Meals - Elementary		Breakfast--\$ 1.60 Lunch--\$2.40 for Elementary Milk--\$ .25 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
<b>Secondary Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and socks, running shorts, T-shirt
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles-1 pair provided per year. If lost or damaged students are required to purchase a new pair.	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes; approved protective goggles for science classes.
Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student. Instrument Rental Fee is \$20.00 per semester or \$40 per year for use of school owned instrument.

Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Classroom Projects, i.e., Family & Consumer Science, Industrial Technology	Project Cost	Student pays cost that is beyond the standard project provided by the school.
Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged a replacement fee will be assessed at a rate paid by the school. Students are encouraged but not required to purchase such equipment for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page when charges apply.
School Meals - Secondary		Breakfast--\$1.60 Lunch--\$2.80 Milk--\$.25 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None--Any postsecondary education costs are to be paid directly by students to the college.
End of year lost or damaged books	Damage fee or replacement cost	Fees and fines up to \$5.00 for damaged books or the approximate cost of the damage. Lost books or ruined books are charged replacement cost, generally at a maximum of \$60.00 or replacement cost.

Computers, iPads, and other school owned electronics	User fee, damage fee or replacement cost. Students who do not take their computer home will not be assessed a user fee. Students who lose their computer privileges for disciplinary reasons will not be refunded their user fee.	User Fees and cost of damaged or ruined computers/iPad will be assessed to the students. The user fee is generally \$35 per student and is none refundable. Cost of damaged computers/iPads (electronics) are charged a replacement cost not to exceed \$250 for accidental damage. Students who intentionally damage school property will be assessed full replacement cost.
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year by the student. Cost is generally about \$45
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.
Summer school courses	Classes offered during the summer, or at night, if any	Drivers education class: \$150 to \$275
Locker usage	Use of school padlock	\$5.00 fee if damaged or not returned at the end of the year.
<b>Extracurricular and other programs</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
<b>Athletic Programs</b>		
1. Admission	Spectator fees for admission to events	\$5.00 per event maximum. Students may purchase an Activity Ticket for \$20.00 per year. District and Conference events hosted by the School, the admission is set by those organizations
2. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.
3. Equipment and attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity. Uniform items are checked out to students. If lost or damaged students will be assessed fees in the amount of replacement cost.	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include:

		Basketball	No additional
		Football	Mouthpiece
		Golf	Golf bag & clubs
		Speech	Dress attire; copies of research
		Track	No additional
		Volleyball	Volleyball knee pads
		Wrestling	Wrestling head Gear, knee pads
		Cheerleading and Flag Team Squads	Shoes, approved uniforms (top & skirt; jacket), poms and other accessories
4. Travel meals	Meals	Students are responsible for their own meals while traveling except when the event is a NSAA State or District event and when approved by the administration.	
5. Locker use	Padlock for locker	\$5.00 fee if damaged or not returned at the end of the year.	
6. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.	
7. Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Currently no dues required. Annual dues not to exceed \$50.00 per club.	

8. Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Instrument Rental Fee is \$20.00 per semester or \$40 per year for use of school owned instrument. Uniforms for the marching band will be supplied by the school; students may be required to pay a refundable band uniform rental fee of up to \$50.00. For High School Band Students an \$8.00 uniform cleaning fee is requested. For Junior High Band Students a \$7.00 uniform cleaning fee is requested. For High School Vocal students a \$6.00 choir robe cleaning fee is requested.
Music Optional Show Choir	Coordinating group attire	Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of \$150
<b>Clubs/Organizations</b>		
Future Farmers (F-F-A)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
Future Career/Community Leaders (FCCLA)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
National Honor Society	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
Swing Choir	Attire	Students are responsible for purchasing outfits and accessories. Not to exceed \$150.
All Girls Swing Choir	Attire	Students are responsible for purchasing outfits and accessories.
Student Council	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
<b>Social &amp; Recognition Activities</b>		
1. School plays, musicals and social activities	Admission to events	Up to \$10.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	Up to \$10.00 per event

3. Class dues		Currently no dues are assessed. Each of the six secondary classes may assess its members an amount not to exceed \$50.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.
4. Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
5. Senior recognition assessment	Optional graduation activities	Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. These may include the rental of graduation robes, caps, tassels, class flowers, one mother's flower, class gift, yearbook picture page, and class composite picture. A single Senior Class Recognition Assessment, not to exceed \$50, will be assessed to those Seniors who elect to participate in such activities. Expenses for above mentioned items will be paid out of the "Class Activity" account until funds are depleted unless the students did not participate or had limited participation in the class fund raisers held during their years in high school. After this fund is empty, students will be responsible for all optional graduation activity costs.
6. Trips	Transportation, lodging, meals, admission to events, etc.	For the extracurricular and options trip - Seniors' Day Out to Lincoln and Omaha, students may be assessed a \$5.00 fee and will be responsible for meals. Students are responsible for costs of school-sponsored option trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$2,000 per student. The school will pay for transportation,

		<p>lodging, meals, and admission to NSAA State events and District events depending on the distance to the event and if an overnight stay is required because of that distance. The school administration will determine when and if the school will be paying for these events. If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: it is not supervised or administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.</p>
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# NEBRASKA RURAL COMMUNITY SCHOOLS ASSOCIATION

455 S. 11th St, Ste B  
Lincoln, NE 68508

## 2020-21 EXECUTIVE COMMITTEE

### Officers:

**Ginger Meyer, President.**  
Chadron Public Schools  
Chadron, Nebraska

**Del Dack, Past President.**  
Paxton Consolidated Schools  
Paxton, Nebraska

**Dr. Dawn Lewis, Pres.-Elect.**  
Arlington Public Schools  
Arlington, Nebraska

**Jane Davis, Secretary.**  
Hershey Public Schools  
Hershey, Nebraska

### District Representatives:

**Chris Geary, West.**  
Leyton Public Schools  
Dalton, Nebraska

**Dale Hafer, North Central.**  
Ainsworth Public Schools  
Ainsworth, Nebraska

**Dr. Jon Cerny, Northeast.**  
Bancroft-Rosalie Community Schs  
Bancroft, Nebraska

**Paul Sheffield, Southeast.**  
Exeter-Milligan Public Schools  
Exeter, Nebraska

**Jon Davis, South Central.**  
Alma Public Schools  
Alma, Nebraska

**Alan Garey, Southwest.**  
Medicine Valley Schools  
Curtis, Nebraska

### Executive Director:

**Jack Moles**  
455 S. 11th St, Ste B  
Lincoln, NE 68508  
402-335-7732

### Lobbyists:

**Trent P. Nowka**  
**Russell Westerhold**

**Nowka & Edwards.**  
Suite 201  
1233 Lincoln Mall,  
Lincoln, NE 68508  
402-476-1440

June 28, 2020

To: NRCSA Members  
From: Jack Moles, Executive Director  
Re: 2020-21 Membership

Thank you for being an active member of the Nebraska Rural Community Schools Association (NRCSA)! Your continued membership will help assure NRCSA's ongoing effort to continue rural community school advocacy. Thanks to you, NRCSA had 201 member school districts and Educational Service Units in 2019-20 representing over 75,000 students across 89 counties and 24 legislative districts throughout Nebraska. We have grown each year for the last nine years, in spite of losing member districts to local reorganization, and we hope to see growth again for 2020-21.

### Why Remain a Member of NRCSA?

**We are the only organization focused on rural community K-12 school districts and their role in Nebraska's public education system.** Depth of membership matters when talking to senators and other officials. Senators view NRCSA as representing all "rural, community districts". The more members we have, the larger the true number of districts and students represented, the stronger our voice. The common theme for membership is being a rural community school.

**NRCSA can act as a forum for advancing ideas and concerns,** whether legislative, Department, or any entity having a role in public education. This has included representing members to groups such as rural education research groups, rural membership advocacy groups, rural interest groups, collaborative groups, Nebraska Department of Education, and NREA (national) committee participation.

**NRCSA offers two annual statewide events** (Legislative Forum and Spring Conference) which offer members the chance to learn about issues affecting rural schools, the opportunity to develop professionally, network with personnel representing other districts and interact directly with policymakers and providers as well as NRCSA leaders. Both events are focused on our rural community schools' issues and interests. The Spring Conference is also the event that highlights awards, speakers, scholarships, exhibitors, music groups, many learning and information opportunities, and of course NRCSA food.

**NRCSA offers recognition to those who demonstrate outstanding leadership** and character in rural schools through exceptional scholarship and awards programs. In 2020, NRCSA awarded sixteen \$1,000 scholarships, seven Outstanding Educator Awards, and eight Closing the Achievement Gap Effective School Awards.

**NRCSA provides, exclusively sent to Superintendents and Board of Education members of member schools,** written updates from the Executive Director on current association activities and involvement within the legislative process. In the past the updates have gone only to the Superintendents and Board Presidents. We have expanded our updates to include all Board of Ed members. We are requesting the district Superintendent provide board member email contact information, or at least for the Board President, so the NRCSA communications can be sent to a larger audience directly. We encourage our updates to be used as board meeting information, as well.

**NRCSA currently offers leadership roles,** ten elected and 59 appointed positions, for superintendents of member districts to be further involved. Elected opportunities include six NRCSA district (regional) representatives, three presidency cycle offices, and one secretary office as the ten-member Executive Committee. There are ten appointed members of the Scholarship & Recognition Committee, twenty-two appointed members of the Legislative Committee (including seven ex-officio past NRCSA presidents), twelve appointed members of the Rural Teacher Committee, and fifteen members of the NRCSA Closing the Gap Project Team.



# NEBRASKA RURAL COMMUNITY SCHOOLS ASSOCIATION

455 S. 11th St, Ste B  
Lincoln, NE 68508

2020-21

## EXECUTIVE COMMITTEE

### Officers:

**Ginger Meyer, President.**  
Chadron Public Schools  
Chadron, Nebraska

**Del Dack, Past President.**  
Paxton Consolidated Schools  
Paxton, Nebraska

**Dr. Dawn Lewis, Pres.-Elect.**  
Arlington Public Schools  
Arlington, Nebraska

**Jane Davis, Secretary.**  
Hershey Public Schools  
Hershey, Nebraska

### District Representatives:

**Chris Geary, West.**  
Leyton Public Schools  
Dalton, Nebraska

**Dale Hafer, North Central.**  
Ainsworth Public Schools  
Ainsworth, Nebraska

**Dr. Jon Cerny, Northeast.**  
Bancroft-Rosalie Community Schs  
Bancroft, Nebraska

**Paul Sheffield, Southeast.**  
Exeter-Milligan Public Schools  
Exeter, Nebraska

**Jon Davis, South Central.**  
Alma Public Schools  
Alma, Nebraska

**Alan Garey, Southwest.**  
Medicine Valley Schools  
Curtis, Nebraska

### Executive Director:

**Jack Moles**  
455 S. 11th St, Ste B  
Lincoln, NE 68508  
402-335-7732

### Lobbyists:

**Trent P. Nowka**  
**Russell Westerhold**

**Nowka & Edwards.**  
Suite 201  
1233 Lincoln Mall,  
Lincoln, NE 68508  
402-476-1440

NRCSA offers the NRCSA-USbank OneCard program to all school districts and service units statewide as a NRCSA program. The OneCard is a Visa purchase-only card that allows designated personnel to make purchases for the district, thus eliminating the need to carry cash, or for staff to use their personal credit/debit card and go through a reimbursement process. The Superintendent pre-loads the card and all transactions are clearly identified on the monthly statements. It is easy, clean, secure, and can be used for any purchase of any size. NRCSA receives a portion of the interchange income generated by use of the cards. Seventy-two districts and the NRCSA office use the OneCard. This income provides critical support for NRCSA scholarships and awards.

NRCSA provides elective services such as OneCard Purchase Card, Superintendent Search, Planning Support, Global Teletherapy (speech, occupational therapy, and behavior/mental health therapy), and Project Fit America Grant (BC/BS NE), to date. Information regarding these services is provided on the NRCSA website and via emails to member districts and will be included as Facebook information.

It is an exciting time for NRCSA and an exciting time to be a member! There are two ways to renew your membership. You may update and return the Superintendent and board member contact information included. Or you may submit an Online Membership Form. Simply go to [www.nrca.net](http://www.nrca.net) and click on 'Membership' then, select 'Regular Member'. Click the 'Complete Membership Form Online' link and follow the directions. District dues for 2020-21 remain at \$850.00, due September 15. *Please note that we are asking for the mobile phone numbers of administrators, so please share that information with us.*

NRCSA is one of forty-three state rural community school organizations belonging to the National Rural Education Association (NREA). As a state affiliate, NRCSA offers discounted individual and school memberships to the NREA. The NREA provides a strong and respected advocacy for rural public education on the national level.

Again, this year, NRCSA is offering a discounted membership in the National Rural Education Association (NREA). NRCSA is one of forty-three state affiliates of the NREA and as such, can offer NRCSA member schools a twenty-five percent discount on NREA memberships. There are two membership options: An individual membership (cost \$75.00 per year) and a school district membership (cost \$300.00 per year). The individual membership allows a single person to maintain membership in the NREA, while a district membership allows up to seven (7) people (such as board members or other staff) to be listed as members under the school district's membership. If you would like to join the NREA, as well as NRCSA, simply complete the enclosed registration form and return it to NRCSA along with a check for the cost of membership dues. A separate check must be submitted for NREA dues, made out to NREA. The checks and information collected will be forwarded to the NREA. Joining the NREA is an optional addition to NRCSA membership dues, but we encourage you to join the NREA.

Thank you in advance for your continued support of NRCSA and quality education for all students in rural Nebraska. Your membership and voice toward growing your rural and outstate specific education association is vital to our relationships and our efforts on behalf of your schools, students, and communities.

Jack Moles  
Executive Director, NRCSA



Nebraska Rural Community Schools Association  
455 S.11th St, Ste B  
Lincoln, NE 68508

Invoice #: 2020-21 Member  
Date: 6/18/2020

**Bill To:**  
ALMA PUBLIC SCHOOLS  
PO BOX 170  
ALMA NE 68920

**For: NRCSA Membership Dues**

Description	Amount
<i>2020-21 NRCSA Membership Dues Renewal</i>	<i>\$850.00</i>

**Total:** *\$850.00*

Make all checks payable to **NRCSA**

If you have any questions concerning this invoice, contact Jeff Bundy at (402) 202-6028  
or e-mail: [jbundy@nrcca.net](mailto:jbundy@nrcca.net)



**--YOUR ANNUAL MEMBERSHIP PROVIDES SUPPORT FOR --**  
**Nebraska Rural Community Schools Association**

<p><b><u>STATE LEGISLATIVE ADVOCACY</u></b>          NRCSA is active in representing rural public schools in the Unicameral. The Executive Director is the main spokesperson for NRCSA, but is also represented by the lobbying firm of Nowka and Edwards. NRCSA's Legislative Committee includes 23 Superintendents from member schools and helps to direct the legislative efforts of the organization. NRCSA is also represented in the "Nebraskans United for Property Tax Reform and Education" and the "Education Association Coalition", both of which serve as coalitions that work to speak on behalf of public education interests.</p>	<p><b><u>RURAL ADVOCACY</u></b>          NRCSA is the only organization that speaks solely on behalf of public rural schools in the State of Nebraska.</p>	<p><b><u>SUPERINTENDENT SEARCHES</u></b>          NRCSA's Superintendent Search Service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska. The service is available to all Nebraska school districts, with member districts paying a lower rate than non-member districts. A professional cost effective proposal and fee structure is available upon request.</p>
<p><b><u>PLANNING WORKSHOPS</u></b>          The NRCSA Planning Support Service is an elective service that assists districts in planning and goal-setting. The service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska.</p>	<p><b><u>NATIONAL ADVOCACY</u></b>          NRCSA is a member of the National Rural Education Advocacy Consortium (NREAC), which represents the interests of rural public schools in national forums where education issues are decided.</p>	<p><b><u>LEGISLATIVE FORUM</u></b>          During each legislative session NRCSA offers a forum for Board members and administrators. The forum provides the opportunity to hear from Senators as to what is happening in the Unicameral, as well as to provide input to Senators. The forum is held in Lincoln.</p>
<p><b><u>COMMUNICATIONS</u></b>          NRCSA provides regular updates from the Executive Director to member schools. A more in-depth update is provided to all members just prior to monthly Board of Education meetings. The NRCSA webpage is <a href="http://www.nrcca.net">www.nrcca.net</a>. NRCSA also has a social media presence on Twitter (@NRCSA1980) and on Facebook (<a href="http://www.facebook.com/nrccahome">www.facebook.com/nrccahome</a>).</p>	<p><b><u>SPRING CONFERENCE</u></b>          NRCSA offers an annual conference in Kearney in March. The conference targets issues and interests of rural schools. An opportunity is created to network with other rural school districts and to interact directly with policymakers and NRCSA leaders.</p>	<p><b><u>GARY FISHER FINE ARTS SCHOLARSHIPS</u></b>          NRCSA awards two \$1,000 scholarships to high school seniors from NRCSA-member schools who are entering college with the plan to major in a fine arts field.</p>
<p><b><u>DISTRICT MEETINGS</u></b>          Each fall NRCSA conducts a meeting in each of the six membership districts. These meetings provide an opportunity for rural schools to connect with NRCSA leadership on a face-to-face basis.</p>	<p><b><u>US BANK ONE CARD PROGRAM</u></b>          NRCSA has partnered with US Bank to provide this unique purchase card program for school districts. Individual school districts decide which staff members receive purchase cards. The district has control over where purchases can be made and for what amounts. This can be especially helpful when sending sponsors out with student groups.</p>	<p><b><u>NRCSA AWARDS</u></b>          NRCSA annually recognizes individuals who are outstanding at serving member districts. At the Spring Conference each year NRCSA recognizes an Outstanding Elementary Teacher, Secondary Teacher, ESU Staff Member, Music Teacher, Principal, Board of Education Member, and Superintendent/ESU Administrator.</p>
<p><b><u>NRCSA EXECUTIVE BOARD</u></b>          The 10-member Executive Board provides leadership and direction for the organization. Each of the six NRCSA districts is represented by at least one Superintendent from a district within the district.</p>	<p><b><u>NRCSA SCHOLARSHIPS</u></b>          NRCSA annually awards 14 \$1,000 scholarships to high school seniors from NRCSA-member schools who are entering college with the goal of becoming school teachers.</p>	<p><b><u>GLOBAL THERAPY</u></b>          Global Teletherapy is a partner with NRCSA that provides elective services such as Speech, Behavioral, and Occupational Therapies. Global provides services that are sometimes difficult to fill.</p>
<p><b><u>NEBRASKANS UNITED</u></b>          NRCSA is a strong member of this group which includes most education and ag-related organizations in the State. The purpose is to work to provide property tax relief, as well as to protect and promote funding to public education.</p>	<p><b><u>CORONAVIRUS ISSUES</u></b>          Over 100 NRCSA member Superintendents and ESU Administrators worked together to produce NRCSA's Reopening Document to help districts develop their own plans for reopening school in the fall.</p>	<p><b><u>LEADERSHIP OPPORTUNITIES</u></b>          Each year there are over 50 leadership positions on the Executive Committee or other NRCSA committees that provide opportunities for member Superintendents.</p>
<p><b><u>EDUCATION ASSOCIATIONS COALITION</u></b>          NRCSA is an active member of this group that is comprised of all of the major education associations in the state. The purpose of the group is to work together on legislative issues facing public education.</p>	<p><b><u>NATIONAL RURAL EDUCATION ASSOCIATION</u></b>          NRCSA is a strong member of the NREA. The NREA provides leadership on issues facing rural education on the national level. Dr. Jon Habben, former NRCSA Executive Director of NRCSA, will serve as the President of NREA in the coming year.</p>	<p><b><u>RURAL TEACHER SHORTAGE</u></b>          NRCSA has started a Rural Teacher Committee that was established to find ways to address the shortage of teachers in rural schools. Twelve member Superintendents work with representatives from Wayne State College and Peru State College in this work.</p>

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

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

Students: Superintendent, 515 Jewell Street, Alma NE 68920 (308) 928-2131  
[jon.davis@almacardinals.org](mailto:jon.davis@almacardinals.org) .

Employees and Others: Superintendent, 515 Jewell Street, Alma NE 68920 (308) 928-2131  
[jon.davis@almacardinals.org](mailto:jon.davis@almacardinals.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](mailto:ocr.kansascity@ed.gov).

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

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

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently

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

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

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

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

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

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

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

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

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

**2. Anti-retaliation:**

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

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

**3. Grievance (or Complaint) Procedures:**

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

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

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

*i. Level 1 (Investigation and Findings):*

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

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

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

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

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

of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

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

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

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

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

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

*ii. Level 2 (Appeal to the Superintendent):*

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

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent’s determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent’s determination. The Board of Education will review the appeal, the Superintendent’s determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party

will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

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

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

**5. Training:**

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

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

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

**7. Preventive Measures:**

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

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

Date of Adoption: [July 13<sup>th</sup>, 2020]

**Complaint Form  
Discrimination, Harassment or Retaliation**

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

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed. The applicable coordinator may be contacted if you have questions about filling out this complaint form:

**Students:** Superintendent, 515 Jewell Street, Alma NE 68920 (308) 928-2131 [jon.davis@almacardinals.org](mailto:jon.davis@almacardinals.org) .

**Employees and Others:** Superintendent, 515 Jewell Street, Alma NE 68920 (308) 928-2131  
[jon.davis@almacardinals.org](mailto:jon.davis@almacardinals.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: \_\_\_\_\_

InstructionEqual Opportunity: Instruction Program

The school district pledges itself to avoid discriminatory actions, and seeks to foster good human and educational relations which help to attain:

1. Equal rights and opportunities for students and employees in the school community.
2. Equal opportunity for all students to participate in the instructional program of the schools.
3. Continual study and development of curricula toward improving human relations and understanding and appreciating cultural differences.
4. Frequent training opportunities for improving staff responsiveness to educational and social needs.
5. Opportunities in educational programs which are broadly available to pupils which are not solely based upon sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

Date of Adoption: [July 13<sup>th</sup>, 2020]

New Construction and Improvements to Existing BuildingsDesign-Build Under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Sec. 13-2901 et seq.

1. **Introduction:** The School District is authorized to enter into Design-Build Contracts for School District construction projects by adhering to the procedures set forth in the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq. (the "Act"). Pursuant to the Act, the Board of Education hereby adopts the following policies for entering into a Design-Build Contract and the general terms of such contract.

2. **Terms Defined:**

A. "Design-Build Contract" means a contract developed under the terms and conditions of this policy which is subject to qualification-based selection between the School District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a construction project pursuant to the Act, and (b) labor, materials, supplies, equipment, and construction services for a construction project pursuant to the Act.

B. "Design-Builder" means the legal entity which proposes to enter into a Design-Build Contract pursuant to the Act and this policy.

C. "Letter of Interest" means a statement indicating interest to enter into a Design-Build Contract for a project pursuant to the Act and this policy.

D. "Performance-Criteria Developer" means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Sections 81-3401 et seq., who is selected by the School District to assist the School District in the development of Construction Project Performance Criteria, Requests for Proposals, evaluation of Proposals, evaluation of the construction under a Design-Build Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the School District to represent its interests in relation to a construction project.

E. "Project Performance Criteria" means the performance requirements of the construction project ~~suitable to allow the~~ Design-Builder to make a Proposal. Performance requirements include the following, if required by the construction project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the construction project.

F. "Proposal" means an offer in response to a Request for Proposals by a Design-Builder to enter into a Design-Build Contract for a School District construction project pursuant to the Act and this policy.

G. "Qualification-Based Selection Process" means a process of selecting a Design-Builder based first on the qualifications of the Design-Builder and then on the Design-Builder's proposed approach to the design and construction of the School District construction project.

H. "Request for Letters of Interest" means the documentation or publication by which the School District solicits Letters of Interest.

I. "Request for Proposals" means the documentation by which the School District solicits Design-Builder Proposals.

3. ***Board Selection of Design-Build Method and Process and Direction to Prepare Request for Proposals:*** The Board of Education of the School District shall adopt a resolution to select the Design-Build under the Act as the method and process of construction delivery of the specific project and authorize and direct the School District Administration in conjunction with the Performance-Criteria Developer retained for the specific project to prepare a Request for Proposals in accordance with the Act and this policy. The resolution shall require the affirmative vote of at least two-thirds (2/3rds) of the Board of Education.

4. ***Procedures for Selecting and Hiring a Performance-Criteria Developer:*** Prior to proceeding with any School District construction project using the Design-Builder method under the Act, the School District shall retain the services of a Performance-Criteria Developer under the following procedures:

A. In the event that the estimated fee for the professional services of a Performance-Criteria Developer is less than Forty Thousand Dollars (\$40,000), the School District shall informally solicit proposals or statements of qualifications from persons licensed or organizations issued a certificate of authorization to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., and select a Performance-Criteria Developer that, in the sole opinion of the School District, is best suited to the specific School District construction project. The School District shall negotiate and enter into a written Performance-Criteria Developer contract with the selected person/firm.

B. In the event that the estimated fee for the professional services of a Performance-Criteria Developer exceeds Forty Thousand Dollars (\$40,000), the School District shall select a Performance-Criteria Developer based on the following procedures, which are to be consistent with the Nebraska Consultants' Competitive Negotiation Act, Neb. Rev. Stat. Section 81-1700 et seq.

(1) Public notice of a request for qualifications for the position of Performance-Criteria Developer shall be given in a manner consistent with School District policy. In addition, known persons and/or firms engaged in the lawful practice of their profession who desire to provide professional services will be encouraged to submit a proposal or statement of qualifications.

(2) Proposals or statements of qualifications shall be objectively evaluated and discussions with qualified persons/firms shall be conducted regarding the person's/firm's qualifications, approach to the project, and ability to furnish the services of performance-criteria developer. If necessary, person(s)/firm(s) may be asked to provide public presentations.

(3) Qualified persons/firms shall be ranked in order of preference after considering such factors as (i) the ability of professional personnel, (ii) past performance, (iii) willingness to meet time and budget requirements, (iv) location, recent, current and projected workloads of the persons/firms, and (v) the volume of work previously awarded to the person/firm.

(4) The School District shall attempt to negotiate a Performance-Criteria Developer contract with the highest ranked qualified person/firm and may enter into a Performance-Criteria Developer contract after negotiations. If the School District is unable to negotiate a satisfactory contract with the highest ranked person/firm, the [Name] Public School District may terminate negotiations with that person/firm. The [Name] Public School District may then undertake negotiations with the second highest ranked person/firm and may enter into a performance-criteria developer contract after negotiations. If the Board of Education is unable to negotiate a satisfactory contract with the second highest ranked person/firm, the Board may undertake negotiations with the third highest ranked person/firm, if any, and may enter into a performance-criteria developer contract after negotiations.

C. The procedures in subparagraphs A and B above shall include the requirement that the Performance-Criteria Developer (a) is a person licensed or an organization issued a certificate of authorization to practice architecture or engineering in the State of Nebraska pursuant to the Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., (b) is ineligible to be included as a provider of any services in a Proposal as a Design-Builder for the construction project on which it has acted as Performance-Criteria Developer, and (c) is not employed by or does not have a financial or other interest in a Design-Builder who will submit a Proposal.

D. The Procedure shall also provide that the Performance-Criteria Developer shall assist the School District in the development of project Performance Criteria, Letters of Interest, Requests for Proposals, evaluation of the Proposals, evaluation of design and construction under the Design-Build Contract to determine adherence to the Performance Criteria, and any additional services requested by the School District to represent its interests in relation to the construction project.

5. ***Procedures for the Preparation and Content of Request for Letters of Interest and Procedures and Standards to be Used to Prequalify Design-Build Candidates:*** The School District shall prepare and issue a Request for Letters of Interest for the position of Design-Builder under the Act and in accordance with this section and shall prequalify Design-Builders on the basis of Letter of Interest responses received from such firms submitted in accordance with this section.

A. The Request for Letters of Interest shall be (a) published in a newspaper of general circulation within the School District at least thirty (30) days prior to the deadline for receiving Letters of Interest and (b) sent by first-class mail to any Design-Builder upon request.

B. The Request for Letters of Interest shall include, at a minimum, a description the School District construction project in sufficient detail to permit a Design-Builder to submit a Letter of Interest, which may include a description of the scope and nature of the construction project, the project site, the schematic design (if any has been prepared), the preliminary project schedule and estimated budget.

C. Letters of Interest shall be reviewed by the School District, in consultation with the Performance-Criteria Developer. The School District will evaluate prospective Design-Builders based on the information submitted to the School District in the Letters of Interest.

D. The School District shall select as prequalified at least three (3) prospective Design-Builders who submitted Letters of Interest; provided that if only two (2) Design-Builders have submitted Letters of Interest, the School District shall select as prequalified at least two (2) prospective Design-Builders. The selected Design-Builders then shall be considered prequalified and eligible to receive a Request for Proposals.

6. ***Procedures for the Preparation and Content of Request for Proposals:*** The School District shall prepare the Request for Proposals for the position of Design-Builder under the Act and in accordance with this section. The Request for Proposals shall be sent only to the prequalified Design-Builders. At least thirty (30) days prior to the deadline for receiving and opening Proposals, notice of the Request for Proposals shall be published in a newspaper of general circulation within the School District and filed with the State Department of Education. The Request for Proposals shall include, at a minimum, the following components:

A. The Notice of the Request for Proposals.

B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.

C. These Policies adopted by the School District;

D. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget and other budget parameters.

E. The Project Performance Criteria.

F. Instructions to prospective Design-Builder firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:

- such team; (1) A description of the Design-Builder's project team and organization of
- Proposals; (2) Fee proposal, if required by the School District as part of the Request for
- (3) A description of the limitations, if any, on expenses to be reimbursed;
- (4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;

(5) A written statement of the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;

(6) A written acknowledgement that the Design-Builder agrees to the following conditions:

(i) an architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;

(ii) at the time of the design-build offering, the Design-Builder will furnish to the School District a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;

(iii) the architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the School District;

(iv) a Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (a) comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and (c) the rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under the act;

G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.

H. Proposal procedures, including:

- (1) Questions and clarification or interpretations of the Proposal documents;

- (2) Method of handling addenda to Proposal documents;
- (3) Procedure for modification or withdrawal of Proposals;
- (4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

I. Evaluation procedure, including the criteria for evaluation of Proposals, the relative weight of each criterion, the interview process, the contract negotiation process and the contract execution process.

J. The proposed Agreement between the School District and the Design-Builder, including General Conditions of the Contract for Construction. Such Agreement may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Design-Builder;

L. Insurance requirements, which shall provide that the Design-Builder shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Nebraska such insurance as will protect the Design-Builder from claims which may arise out of or result from the Design-Builder's operations under the contract and for which the Design-Builder may be legally liable, whether such operations be by the Design-Builder or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Special notice requirements, if any, which may include but not be limited to the following:

(1) THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. Sec. 13-2901 et. seq.

(2) This School District is an equal opportunity institution and actively recruits well-qualified and diverse individuals and firms, including women and minorities, for architectural and engineering services and for contractor services. The School District requires that all responders/bidders/proposers for public work provide written assurances, affirm and agree that (a) they are an equal opportunity employer, (b) they actively recruit a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, they will actively continue and implement this policy throughout any awarded public work. The School District or any of its responders/bidders/proposers for public work shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status,

pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

(4) The School District reserves the right (a) to terminate the Proposal process at any time; (b) to reject any or all Proposals; and (c) to waive formalities and minor irregularities in the Proposals received.

(5) The School District reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

(6) The proposing firm's signature on the Proposal is the proposing firm's guarantee that the content of the Proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Design-Builder.

(2) Project financing phase informational services, if any;

(3) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(4) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration

of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

7. ***Procedures for Preparing and Submitting Proposals:*** Only Design-Builders prequalified under this policy may submit Proposals. The School District only will accept, consider and evaluate Proposals submitted by prequalified Design-Builders and will not accept, consider or evaluate any Proposals submitted by firms not prequalified. Proposals submitted by interested Design-Builder firms must include all of the elements required by the Request for Proposals. Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

The proposer provides written assurances, affirms and agrees that (a) the proposer is an equal opportunity employer, (b) the proposer actively recruits a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, the proposer will actively continue and implement this policy throughout any awarded public work. The proposers shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2908 and 13-2911:*** The School District shall evaluate and rank each Proposal on the basis of best meeting the criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. Sec. 13-2911 and this section.

A. **Referral to Selection Committee:** In evaluating Proposals in accordance with Neb. Rev. Stat. Sec. 13-2908, the School District shall refer the proposals for recommendation to a selection committee.

B. **Make-up of Selection Committee:** The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include at least one (1) person from each of the following groups:

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) The Performance-Criteria Developer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and

(5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. **Members No Pecuniary Interest:** A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a Design-Builder who has a Proposal being evaluated and shall not be employed by the School District or the Performance-Criteria Developer.

D. **Evaluation Criterion:** The selection committee and the School District shall evaluate Proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection, with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

No.	Evaluation Criteria	Maximum Percent Value
1	The financial resources of the Design-Builder to complete the project.	Ten percent (10%) of total points
2	The ability of the proposed personnel of the Design-Builder to perform.	Thirty percent (30%) of total points
3	The character, integrity, reputation, judgment, experience, and efficiency of the Design-Builder.	Thirty percent (30%) of total points
4	The quality of performance on previous projects.	Thirty percent (30%) of total points
5	The ability of the Design-Builder to perform within the time specified.	Thirty percent (30%) of total points
6.	The previous and existing compliance of the Design-Builder with laws relating to the contract.	Ten percent (10%) of total points
7.	OPTIONAL – The ability and resources of the Design-Builder to recruit qualified contractors for the Project, including but not limited to local contractors.	Twenty percent (20%) of total points
8.	OPTIONAL – The Design-Builder’s proposed efforts schedule for the Project.	Twenty percent (20%) of total points
	TOTAL (No more than 100%).	100%

E. **Determination of Evaluation Criteria Percentage Values:** The Board of Education, in the resolution adopted to select the Design-Builder under the Act as the method

and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Design-Builder for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

G. Interviews of Candidates: To further assist the selection committee in evaluating each Proposal to determine which candidate best meets the criteria in the Request for Proposals, the selection committee and the Board of Education may, at either's election, determine to interview such candidate(s).

H. Recommendation of Selection Committee to Board of Education: After examining and evaluating all Proposals and interviewing selected candidate(s), if elected, the selection committee shall rank each Proposal on the basis of best meeting the Proposal evaluation criteria. The selection committee shall make a formal, written recommendation to the Board of Education based on the highest ranking Proposal. The selection committee shall provide to the Board of Education the full rankings.

I. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the selection committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The selection committee shall appoint a board member or district employee to keep the minutes of the selection committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the selection committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating Proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

J. Board of Education Action. After receiving the formal recommendation of the Selection Committee, the Board of Education shall examine the Proposals and supporting documentation submitted by all proposing Design-Builder candidates. Each Proposal will be evaluated and ranked by the Board of Education on the basis of best meeting the evaluation criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee.

K. Rejection of Proposals: The School District shall have the right to reject any and all Proposals. The School District may subsequently solicit new Proposals using the same or different project performance criteria.

9. ***Procedures for Design-Builder Contract Negotiations:***

A. The School District may only proceed to negotiate and enter into a Design-Build Contract if there are at least two (2) proposals from pre-qualified Design-Builders.

B. Negotiations with Highest Ranked Design-Builder: The School District shall attempt to negotiate a Design-Build Contract with the highest ranked Design-Builder and may enter into a Design-Build Contract after negotiations. The negotiations shall include a final determination of the manner by which the Design-Builder selects a subcontractor.

C. Negotiations with Second Highest Ranked Design-Builder: If the School District is unable to negotiate a satisfactory contract with the highest ranked Design-Builder, the School District may terminate negotiations with that Design-Builder. The School District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a Design-Build Contract after negotiations. If the School District is unable to negotiate a satisfactory contract with the second highest ranked Design-Builder, the School District may undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a Design-Build Contract after negotiations.

D. Requirement of Execution of Written Contract: No contractual rights shall be created between the Design-Builder and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

E. Filing of Design-Build Contract: The School District shall file a copy of all Design-Build Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Design-Builder shall file a copy of all contract modifications and change orders with the department.

F. Unsuccessful Negotiations with Design-Build Candidates: If the School District is unable to negotiate a satisfactory contract with any of the ranked Design-Builders, the School District may either revise the Request for Proposals and solicit new proposals or cancel the Request for Proposals process.

G. Modification of Design-Build Contract: A Design-Build Contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the Design-Builder to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the Request for Proposals.

10. ***Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Design-Build Contract:***

A. Protest Relation to Solicitation:

(1) A Design-Builder seeking to protest the policies adopted by the Board of Education pursuant to the Act, and the form or content of the Request for Letters of Interest or the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Letters of Interest or the Request for Proposals, or any prequalification or pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Letters of Interest or Request for Proposals, as the case may be.

(2) A Design-Builder candidate seeking to protest the Letters of Interest or Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Letters of Interest or Proposal opening, as the case may be.

(3) A Design-Builder candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Design-Builder candidates must file such protest within seven (7) calendar days from the date the selection committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

B. Negotiation or Execution of Design-Build Contract: A Design-Builder candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the Design-Build Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Design-Build Contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within Forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

**11. *Procedures for the Evaluation of Construction Under the Design-Build Contract by the Performance-Criteria Developer to Determine Adherence to the Performance Criteria:*** The Performance-Criteria Developer shall be the School District's representative for purposes of evaluating the design and construction under the Design-Build Contract to determine adherence by the Design-Builder to the Project Performance Criteria established for the project. The procedures to be followed by the School District, Performance-Criteria Developer and the Design-Builder for purposes of such evaluation shall be as follows:

A. The Performance-Criteria Developer shall review and evaluate the construction methods and materials, including any shop drawings and submittals, used by the Design-Builder to determine adherence with the Project Performance Criteria.

B. The Performance-Criteria Developer shall be a representative of and shall advise and consult with the School District during the performance of the Design-Build Contract by the Design-Builder. The Performance-Criteria Developer shall have authority to act on behalf of the School District with regard to any issue arising regarding the performance of the Design-Build Contract by the Design-Builder. The Design-Builder shall provide the Performance-Criteria Developer with copies of all construction documents, including, but not limited to, all plans and specifications, shop drawings, requests for information from contractors, and warranties for equipment and materials.

C. The Performance-Criteria Developer, as a representative of the School District shall visit the site at intervals appropriate to the stage of the Design-Build Contractor's operations, when services are needed or necessary, or as otherwise directed by the School District (1) to become familiar with and to keep the School District informed about the progress and quality of the portion of the work completed, (2) to guard the School District against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner establishing that the work, when fully completed, will be in accordance with the performance criteria for the project.

D. The Performance-Criteria Developer shall be responsible for the Performance-Criteria Developer's negligent acts or omissions and those of the Performance-Criteria Developer's personnel providing services, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Design-Builder, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the work.

E. The Performance-Criteria Developer shall at all times have access to the work wherever it is in preparation or progress.

F. The School District shall endeavor to communicate with the Design-Builder through or in conjunction with the Performance-Criteria Developer about matters arising out of or relating to the project.

G. Upon issuance by the Design-Builder of a certificate of substantial completion, the Performance-Criteria Developer shall conduct a final inspection and evaluation of the project to confirm that all components of the work have been completed in accordance with the performance criteria established for the project.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Sec. 13-2901 et seq.; Nebraska Consultants' Competitive Negotiation Act, Neb. Rev. Stat. Sec. 81-1701 et seq.; and Sec. 84-712

Date of Adoption: [July 13<sup>th</sup>, 2020]

New Construction and Improvements to the Existing BuildingsConstruction Management at Risk Under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901, et. seq.

1. **Introduction:** The School District is authorized to enter into Construction Management at Risk Contracts for School District construction projects by adhering to the procedures set forth in the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq. (the "Act"). Pursuant to the Act, the Board of Education hereby adopts the following policies for entering into a Construction Management at Risk Contract and the general terms of such contract.
2. **Terms Defined:**
  - A. "Construction Management at Risk Contract" means a contract developed under the terms and conditions of this policy by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the School District, (b) acts as a construction consultant to the School District during the design phase of the project when the School District's architect or engineer designs the project, and (c) is the builder during the construction phase of the project, subject to the School District's bidding requirements established by this policy and other School District policies, and the Construction Management at Risk Contract.
  - B. "Construction Manager" means the legal entity which proposes to enter into a Construction Management at Risk Contract pursuant to the Act and this policy.
  - C. "Proposal" means an offer in response to a Request for Proposals by a Construction Manager to enter into a Construction Management at Risk Contract for a School District construction project pursuant to the Act and this policy.
  - D. "Request for Proposals" means the documentation by which the School District solicits Construction Manager Proposals.
3. **Board Selection of Construction Manager at Risk Method, and Process and Direction to Prepare Request for Proposals:** The Board of Education of the School District shall adopt a resolution to select the Construction Manager under the Act as the method and process of construction delivery of the specific project and authorize and direct the School District Administration in conjunction with the architecture or engineering firm retained for the specific project to prepare a Request for Proposals in accordance with the Act and this policy. The resolution shall require the affirmative vote of at least two-thirds (2/3rds) of the Board of Education.
4. **Duties of Architect and/or Engineer for the Project:** Prior to proceeding with any School District construction project using the Construction Manager method under the Act, the School District shall retain the services of an architect and/or engineer, pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., for such construction project, to provide design services including the preparation of plans, specifications, and estimates, and observe construction. Additionally, such architect and/or engineer services shall include assistance, consultation and participation in preparing the Request for Proposals, evaluation of

Proposals received for the Construction Manager position, and participation on the selection committee for the Construction Manager provided for in the Act and this policy.

5. ***Procedures for the Preparation and Content of Request for Proposals:*** The School District shall prepare the Request for Proposals for the position of Construction Manager under the Act and in accordance with this section. At least thirty (30) days prior to the deadline for receiving and opening Proposals, notice of the Request for Proposals shall be published in a newspaper of general circulation within the School District and filed with the State Department of Education. The Request for Proposals shall include, at a minimum, the following components:

- A. The Notice of the Request for Proposals.
- B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.
- C. These Policies adopted by the School District;
- D. General information about the project which will assist the School District in its selection of the Construction Manager.
- E. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget.
- F. Instructions to prospective Construction Manager firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:
  - (1) A description of the Construction Manager's project team and organization of such team;
  - (2) Fee proposal, if required by the School District as part of the Request for Proposals;
  - (3) A description of the limitations, if any, on expenses to be reimbursed;
  - (4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;
- G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.
- H. Proposal procedures, including:
  - (1) Questions and clarification or interpretations of the Proposal documents;
  - (2) Method of handling addenda to Proposal documents;

(3) Procedure for modification or withdrawal of Proposals;

(4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

I. Evaluation procedure, including the criteria for evaluation of Proposals, the relative weight of each criterion, the interview process, the contract negotiation process and the contract execution process.

J. The proposed Agreement between the School District and the Construction Manager, including General Conditions of the Contract for Construction where the Construction Manager is at risk. Such Agreement may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Construction Manager;

L. Insurance requirements, which shall provide that the Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Nebraska such insurance as will protect the Construction Manager from claims which may arise out of or result from the Construction Manager's operations under the contract and for which the Construction Manager may be legally liable, whether such operations be by the Construction Manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Special notice requirements, if any, which may include but not be limited to the following:

(1) THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. Sec. 13-2901 et. seq.

(2) This School District is an equal opportunity institution and actively recruits well-qualified and diverse individuals and firms, including women and minorities, for architectural and engineering services and for contractor services. The School District requires that all responders/bidders/proposers for public work provide written assurances, affirm and agree that (a) they are an equal opportunity employer, (b) they actively recruit a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, they will actively continue and implement this policy throughout any awarded public work. The School District or any of its responders/bidders/proposers for public work shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and

their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

(4) The School District reserves the right (a) to terminate the Proposal process at any time; (b) to reject any or all Proposals; and (c) to waive formalities and minor irregularities in the Proposals received.

(5) The School District reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

(6) The proposing firm's signature on the Proposal is the proposing firm's guarantee that the content of the Proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Construction Manager.

(2) Project financing phase informational services, if any;

(3) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(4) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

(6) Preparation and submittal of Guaranteed Maximum Price (GMP) for the project(s).

6. ***Procedures and Standards to be Used to Pre-qualify Construction Manager Candidates:***  
The procedures and standards to be used to pre-qualify Construction Managers will be to evaluate prospective Construction Managers based upon the information submitted to the School District

in response to the Request for Proposals, and an evaluation of such information by the selection committee based upon the criteria for evaluation of Proposals and the relative weight to be given each criterion.

7. ***Procedures for Preparing and Submitting Proposals:*** Proposals submitted by interested construction management firms must include all of the elements required by the Request for Proposals. Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

The proposer provides written assurances, affirms and agrees that (a) the proposer is an equal opportunity employer, (b) the proposer actively recruits a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, the proposer will actively continue and implement this policy throughout any awarded public work. The proposers shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2910 and 13-2911:*** The School District shall evaluate and rank each Proposal on the basis of best meeting the criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. Section 13-2911 and this section.

A. Referral to Selection Committee: In evaluating Proposals in accordance with Neb. Rev. Stat. Section 13-2910, the School District shall refer the Proposals for recommendation to a selection committee.

B. Make-up of Selection Committee: The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include at least one (1) person from each of the following groups:

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) A representative of the School District's architect or engineer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and
- (5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. Members No Pecuniary Interest: A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other

interest in a Construction Manager who has a Proposal being evaluated and shall not be employed by the School District.

D. Evaluation Criterion: The selection committee and the School District shall evaluate Proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection, with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

No.	Evaluation Criteria	Maximum Percent Value
1	The financial resources of the Construction Manager to complete the project.	Ten percent (10%) of total points
2	The ability of the proposed personnel of the Construction Manager to perform.	Thirty percent (30%) of total points
3	The character, integrity, reputation, judgment, experience, and efficiency of the Construction Manager.	Thirty percent (30%) of total points
4	The quality of performance on previous projects.	Thirty percent (30%) of total points
5	The ability of the Construction Manager to perform within the time specified.	Thirty percent (30%) of total points
6.	The previous and existing compliance of the Construction Manager with laws relating to the contract.	Ten percent (10%) of total points
7.	OPTIONAL – The ability and resources of the Construction Manager to recruit qualified contractors for the Project, including but not limited to local contractors.	Twenty percent (20%) of total points
8.	OPTIONAL – The Construction Manager’s proposed efforts schedule for the Project.	Twenty percent (20%) of total points
	TOTAL (No more than 100%).	100%

E. Determination of Evaluation Criteria Percentage Values: The Board of Education, in the resolution adopted to select the Construction Manager under the Act as the method and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Construction Manager for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to

perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

G. Interviews of Candidates: To further assist the selection committee in evaluating each Proposal to determine which candidate best meets the criteria in the Request for Proposals, the selection committee and the Board of Education may, at either's election, determine to interview such candidate(s).

H. Recommendation of Selection Committee to Board of Education: After examining and evaluating all Proposals and interviewing selected candidate(s), if elected, the selection committee shall rank each Proposal on the basis of best meeting the Proposal evaluation criteria. The selection committee shall make a formal, written recommendation to the Board of Education based on the highest ranking Proposal. The selection committee shall provide to the Board of Education the full rankings.

I. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the selection committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The selection committee shall appoint a board member or district employee to keep the minutes of the selection committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the selection committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating Proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

J. Board of Education Action. After receiving the formal recommendation of the selection committee, the Board of Education shall examine the Proposals and supporting documentation submitted by all proposing Construction Manager candidates. Each Proposal will be evaluated and ranked by the Board of Education on the basis of best meeting the evaluation criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee.

K. Rejection of Proposals: The School District shall have the right to reject any and all Proposals. The School District may subsequently solicit new Proposals using the same or different project performance criteria.

9. ***Procedures for Construction Manager at Risk Contract Negotiations:***

A. Negotiations with Highest Ranked Construction Manager: The School District shall attempt to negotiate a Construction Management at Risk Contract with the highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. The negotiations shall include a final determination of the manner by which the Construction Manager selects a subcontractor.

B. Negotiations with Second Highest Ranked Construction Manager: If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the highest ranked Construction Manager, the School District may terminate negotiations with that

Construction Manager. The School District may then undertake negotiations with the second highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the second highest ranked Construction Manager, the School District may undertake negotiations with the third highest ranked Construction Manager, if any, and may enter into a Construction Management at Risk Contract after negotiations.

C. Requirement of Execution of Written Contract: No contractual rights shall be created between the Construction Manager and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

D. Filing of Construction Manager at Risk Contract: The School District shall file a copy of all Construction Management at Risk Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Construction Manager shall file a copy of all contract modifications and change orders with the department.

E. Unsuccessful Negotiations with Construction Manager Candidates: If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with any of the ranked Construction Managers, the School District may either revise the Request for Proposals and solicit new Proposals or cancel the Request for Proposals process.

F. Modification of Construction Manager at Risk Contract: A Construction Management at Risk Contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the Construction Manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the Request for Proposals.

10. ***Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Construction Manager at Risk Contract:***

A. Protest Relation to Solicitation:

(1) A Construction Manager candidate seeking to protest the policies adopted by the Board of Education pursuant to the Act and the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Proposals, or any pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Request for Proposals.

(2) A Construction Manager candidate seeking to protest the Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Proposal opening.

(3) A Construction Manager candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Construction Manager candidates must file such protest within seven (7) calendar days from the date the selection

committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

B. Negotiation or Execution of Construction Manager Contract: A Construction Manager candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the Construction Management at Risk Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Construction Management at Risk Contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such Proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq.; 81-1701 et seq.; and 84-712

Date of Adoption: [July 13<sup>th</sup>, 2020]

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

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

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

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

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

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

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

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

environment.

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

Sexual harassment may exist when:

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

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

2. **Procedures:**

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

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

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

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

Date of Adoption: [July 13<sup>th</sup>, 2020]

Business OperationsRecords Management and Disposition

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

- receiving such communications may delete them immediately without obtaining approval.
- ii. *Less than permanent retention records.* These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.
  - iii. *Permanent/archival retention records.* These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the records officer in consultation with NSHS, and the State Records Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.
- c. Electronic Storage Limitations. The district's computer systems have storage limitations. E-mails are deleted by the computer system within 60 to 90 days to avoid operational problems. End-users are instructed that electronic messages that are required to be maintained past that time period should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. The retention period for the particular record is the best indicator of which storage medium or format to choose.
- d. Proper Use of Electronic Messages.
- i. Non-Discrimination. Electronic messaging is not permitted to be used to promote discrimination on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status promote sexual harassment; or to promote personal, political, or religious business or beliefs.
  - ii. Permissible Use. Electronic messaging is to be used only for purposes that are consistent with the mission of the school district. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that represents a form of the employee's compensation. Electronic messaging is not permitted to be used

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

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

#### 4. Electronic Records

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

#### 5. Litigation Holds

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

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

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

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by

the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

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

6. Settlement Agreements

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

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

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

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

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

Date of Adoption: [July 13<sup>th</sup>, 2020]

Personnel - All EmployeesEqual Opportunity Employment

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

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

Date of Adoption: [July 13<sup>th</sup>, 2020]

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

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

The Alma Public Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Superintendent, 515 Jewell Street, Alma NE 68920 (308) 928-2131  
[jon.davis@almacardinals.org](mailto:jon.davis@almacardinals.org)

Employees and Others: Superintendent, 515 Jewell Street, Alma NE 68920 (308) 928-2131  
[jon.davis@almacardinals.org](mailto:jon.davis@almacardinals.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 of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3<sup>rd</sup> 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](mailto:ocr.kansascity@ed.gov).

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

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

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status,

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

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

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

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

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

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

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

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

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

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

**2. Anti-retaliation:**

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

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

**3. Grievance (or Complaint) Procedures:**

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

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

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

*i. Level 1 (Investigation and Findings):*

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

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

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

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

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

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

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

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

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

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

*ii. Level 2 (Appeal to the Superintendent):*

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

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

*iii. Level 3 (Appeal to the Board):*

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

**4. Confidentiality:**

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

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

**5. Training:**

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

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

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

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

**7. Preventive Measures:**

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

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

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

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

Date of Adoption: [July 13<sup>th</sup>, 2020]

### **Notice of Nondiscrimination**

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

Students: Students: Superintendent, 515 Jewell Street, Alma NE 68920 (308) 928-2131  
[jon.davis@almacardinals.org](mailto:jon.davis@almacardinals.org)

Employees and Others: Superintendent, 515 Jewell Street, Alma NE 68920 (308) 928-2131  
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Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

**Complaint Form  
Discrimination, Harassment or Retaliation**

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

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

The applicable coordinator may be contacted if you have questions about filling out this complaint form:  
Students: Superintendent, 515 Jewell Street, Alma NE 68920 (308) 928-2131  
[jon.davis@almacardinals.org](mailto:jon.davis@almacardinals.org)  
Employees and Others: Superintendent, 515 Jewell Street, Alma NE 68920 (308) 928-2131  
[jon.davis@almacardinals.org](mailto:jon.davis@almacardinals.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: \_\_\_\_\_

## Alma Cardinals

We have worked on all kinds of scenarios up to this point. We have participated in numerous meetings/briefings with health department leaders, other school districts, statewide leaders/elected officials, and others as we have carefully analyzed many possible plans. This is a very challenging situation and we will make adjustments as we move forward in the coming weeks.

### Belief Statements:

- We believe in doing all we can to provide a high-quality educational experience to all students regardless of the circumstances.
- We believe it is a top priority to do all we can to keep our students and staff safe.
- We believe that schools, by following all of the guidelines and strategies below, are safe learning and working environments.
- We believe that being proactive in planning and preparation is critical in order to effectively respond to challenging situations.
- We believe that it is important to share with our staff, parents, students, and community stakeholders the “why” behind our thought processes and decisions.
- We believe that “being in school” is the best place for students to receive an education, interact socially with peers, and to be enriched by a positive and consistent routine.
- Our ability to re-open and keep our schools open will be a shared responsibility that depends on all of our students, their families, and our staff. This has to be a community-wide effort.
  - You can do your part to protect yourself and stop this disease in the community by washing your hands, and maintaining social distancing.

### Important Info:

- As of this moment, we intend to begin school on Thursday, August 13, with all of our students returning to our school building.

\*\* Ultimately, it looks like the decision as to what school will look like in August and beyond will be made by local school districts with directives and input from the Governor's Office and the Nebraska Dept of Education.

- **GREEN Status**
  - 100% of students back in school using traditional school-day and school-year calendar with social-distancing recommended when possible. **As of today, this is what we are planning on. School begins on Thursday, August 13.**
- **YELLOW Status**
  - 100% of students back in school using traditional school-day and school-year calendar with extra attention to social-distancing, frequent hand washing, and frequent disinfection of high traffic areas.
- **RED Status**
  - NO students in school building. Remote plan in place and being utilized.
  - The remote plan will provide more online instruction than this past spring.
- We look forward to helping students with social-emotional learning & support for students and staff as we move forward regardless of what status we are in.
- We have to make decisions as an organization that serves the needs of our students and staff members. We know that we won't be able to make everyone happy with the numerous decisions that have to be made.

Protocol we are Working to Establish and Implement  
(adjustments will be made as necessary)

### Hand Washing/Hand Sanitizing

- Students and staff will sanitize their hands upon entering the building and in classrooms, hallways, and common spaces throughout the day as sanitizer pumps will be readily available throughout all facilities.

## **Masks**

- Masks are optional in the school building, and encouraged on buses.
- APS will provide reusable masks for each student and staff member, and we will disinfect the masks at the school. All students and staff may elect to use their own masks as well.

## **Touch Surface Cleaning**

- Desks, door handles, and restrooms will be cleaned/disinfected on a very frequent basis.
  - Employees are responsible for all cleaning protocols. No student responsibilities for cleaning.

## **Social-Distancing and More Social-Distancing**

- Students will go directly to their assigned classroom when arriving at school each morning. Students in grades 7-12 will go to their first period classroom.
- Maintain at least 3 to 6-feet of physical distance *when possible*
- Limit the number of people in a hallway or entryway at one time
- Classroom desks will be spread apart with as much distance in-between as possible
- ALL Alma Public School employees have a responsibility to model appropriate social-distancing measures while also ensuring that students do the same

## **Pre-Screening for Students**

- Parents will screen children at home for temperature, cough, and other symptoms. Students do not report to school if symptomatic, and a medical professional should be contacted.
- Students will have their temperature taken upon getting to their classroom, and if their temperature is 100.4 they will be taken to the school nurse who will do further screening.

## **Pre-Screening for Employees**

- All employees self-screen at home for temperature, cough and other symptoms. Staff does not report to work if symptomatic, and a medical professional should be contacted.

## **Bussing**

- Students are assigned seats and encouraged to wear masks due to close proximity to others.
- Drivers are required to wear masks.

- Temperatures upon boarding the bus and any student with a temperature of 100.4 or above will not be allowed to board.
- Surfaces are disinfected between and after all bus routes.

### **Water Fountains**

- No mouth drinking from fountains.
- Students bring their own water bottles.

### **Cafeteria / Meals**

- Social-distancing to the best of our ability within the eating space
- Students will eat with students who are in the same class/grade
- No self-serve items
- All food to be served by gloved and masked employees
- Students will be allowed to bring lunches from home
- No sharing of food

### **Recess**

- We envision recess time being outside as much as possible with social distancing measures in place

### **Passing Periods**

- Passing periods throughout the day will ensure enough time for touch-surface cleaning protocols to occur

### **School Calendar**

- The traditional school calendar will be followed. School is scheduled to begin for students on Thursday, August 13.
  - Same Friday early-outs as past years.
  - Same dismissal times as past years.

### **Building Engineering**

- Facility entry/exit points that are deep cleaned multiple times daily
- Secure all facility entry/exit points as needed

- Will work to increase air flow through facilities, where possible, while also maximizing clean air recirculation through appropriate filtering and sterilization measures where possible

### **Environmental Safety and Cleaning Policies**

- Provide necessary and ongoing training on best practices and approved materials so we can develop and maintain a highly trained environmental services workforce
- Analyze on a regular basis our inventory of cleaning supplies, sanitizers, disinfectants, and applicable equipment so we don't run low
- High-touch surfaces will be sanitized frequently, to include:
  - Door knobs and handles
  - Push plates and crash bars on doors
  - Automatic door openers
  - Overhead light and lamp switches
  - Handrails and stairway rails
  - Elevator call and interior buttons
  - Drinking fountains
  - Vending machines
  - Tables and chairs in common areas
  - Refrigerators and microwaves
  - Surfaces and fixtures in kitchens and bathrooms
  - Others areas as identified by staff
- Make hand sanitizer dispensers available and functional throughout the facility, particularly at high traffic areas like entrances, exits, hallways, common areas, lunchrooms, etc.
- Make sanitizing wipes and hand soap dispensers readily available
- Ensure that deep cleaning of all common areas happens daily or nightly
- Use no-touch handles, knobs, etc. when possible

### **Positive Cases and Response (More details needed)**

- Positive case (student or staff)
  - Public health will receive the laboratory result and at that time will contact the positive case and do a contact investigation asking questions i.e. who have you been around closer than 3-6 feet for longer than 10 minutes, most likely that is the household and some classmates and or colleagues. The health department

may ask the school to help out in identifying classmates sitting close by the positive dependent on the class set-up. Those students in closer contact will be contacted by the health department or in collaboration with the school. We will follow the lead of the experts.

- A classroom will be deep cleaned with a report of a student testing positive for COVID-19 that has been in a school facility. **(IRON THIS OUT – MORE details needed)**
  - ***Parents/Staff need to know that there might be times throughout the year that their child's school is closed down for 1-2 days with very limited notice***
- Communication will be made to families.
- Infected individuals will be treated with guidance from local health officials.
- Communication with environmental services to facilitate rapid cleaning and disinfecting surfaces to immediately limit exposure to others
- Develop, implement, and communicate a “return to school” policy in coordination with local health experts for all recovering individuals, those returning from caring for an infected individual, and those returning to the community from high-risk locations **(IRON THIS OUT – More details needed.)**

#### **Response to sick students in school building (any sickness, not just specific to COVID-19)**

- The student will be sent home and all classroom families will be contacted. Standard communication provided to send out within 2-4 hours of the illness. Classroom will be deep-cleaned.

#### **Facility usage by outside organizations**

- Before/after school programming that operate in school facilities will follow state directed health measures.
- We reserve the right to limit or eliminate usage to other outside groups like youth sports, rentals, etc. as necessary for cleaning, etc.

#### **Common Space Use (hallways, restrooms, cafeterias, gyms, playgrounds)**

- Will follow as much social-distancing as possible with methodical and frequent cleaning throughout the day.

#### **Pick-up / Drop Off of Students**

- No congregating at entrance or exit areas
- Social Distancing practices should be followed
- Parents are encouraged to stay in their vehicle during pick-up and drop off

## **Visitors at School**

- All visitors, to include family members, will be restricted except for special meetings like IEP's, meetings, etc.
  - Screening will be required of all visitors that do enter our buildings for IEP's, meetings, etc.
- Unfortunately, as we begin the school year, we will not be able to accommodate "lunch guests" and other special drop-in guests like we used to and always enjoyed.

## **Staff Travel**

- No professional travel outside of Nebraska is authorized at this time
- We ask that all staff members that travel outside of Nebraska or our bordering states for personal reasons let administration know

## **Communication**

- Post ample signage throughout each facility directing risk-minimizing behaviors
  - The importance of handwashing and surface sanitizing procedures
  - Covid-19 symptoms, what to look for, and how to respond and stop the spread
  - Importance of staying home when sick
  - Screening and testing access, process, and requirements

## **School Activities**

- We will follow the Nebraska School Activities Association (NSAA) guidelines

## **Miscellaneous**

- Classroom parties and celebrations, as we've had them in the past, will likely be modified (especially 1st semester)...outside?
- Large pep rallies and school assemblies, as we've had them in the past, seem doubtful this year (especially 1st semester).....outside?
- Parent-Teacher Conferences may have to be modified?

## **Wrap-Up**

- We will continue to work and fine-tune details on our end
- Please direct questions to [jon.davis@almacardinals.org](mailto:jon.davis@almacardinals.org) and [stephanie.brandyberry@almacardinals.org](mailto:stephanie.brandyberry@almacardinals.org)