Schuyler Community Schools
District Leadership/SAA Meeting
Monday, May 9, 2022 9:00 AM
Schuyler Community Schools Board Room
120 West 20th Street
Schuyler, NE 68661

I. Discussion Items

Prepared by: Christina Bywater, Secretary to the Board

James B. Gessford
Daniel F. Kaplan
Gregory H. Perry
Joseph F. Bachmann*
R. J. Shortridge*
Joshua J. Schauer*
Derek A. Aldridge**
Justin J. Knight***
Charles Kaplan
Haleigh B. Carlson
Daniel K. Kaplan
Sara J. Tonges

PERRY LAW FIRM

PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.

Of Counsel
Thomas M. Haase
Rex R. Schultze

*Also admitted in Iowa
** Also admitted in Kansas
***Also admitted in Colorado

Ernest B. Perry (1876-1962)
Arthur E. Perry (1910-1982)
R.R. Perry (1917-1999)
Edwin C. Perry (1931-2012)

MEMORANDUM

To: Larianne Polk, ESU 7 Administrator
From: Perry Law Firm
Date: May 1, 2022
RE: School District Annual Policy Service Update

A. REQUIRED POLICY UPDATES

1. Policy 1220 – Title IX Grievance Policy – The grievance policy needed several clarifications and adjustments to comply with the current Title IX regulations, and Policy 1220 incorporates these technical changes. However, as the Biden Administration reviews current Title IX regulations, this Policy may need to be updated again next year.

2. Policy 3132 – Internal Controls – NDE has asked for additional policy provisions under federal monitoring and reporting requirements. This policy update will also be applicable for schools that are audited and/or monitored for use of ESSER funds.

3. Policy 3540 – Bidding Construction Projects – Neb. Rev. Stat. 73-106 generally requires the District to bid construction projects in excess of $100,000. However, that amount is subject to adjustment by the State Board of Education. The State Board of Education has adjusted this amount to $109,000, so Policy 3540 has been updated to reflect this change. The requirement to hire an engineer or architect has also been increased to projects in excess of $118,000.

4. Policy 4009 – Drug and Substance Abuse – This policy reflects updates at the federal level for drug and substance abuse testing for employees.

5. Policy 4133 – Substitute Teachers – There were some timing issues with Boards approving local substitute teachers and when the District needed the substitute to begin teaching. This policy specifically authorizes the Superintendent to sign off on a local substitute permit.

6. Policy 6600 – Special Education – Over the past year, NDE has developed new special education guidance for district policies and procedures. You can access the majority of this guidance here: https://cdn.education.ne.gov/wp-content/uploads/2017/09/Developing-Local-Policies-and-Procedures-Required-for-Implementation-of-Special-Education-Part-B-Regulations-in-Nebraskas-Public-Schools.pdf. In response to this new guidance, we have updated Policy 6600.

7. Policy 8343 – Agenda Construction and Control – LB 83 requires persons wishing to address the Board of Education to state their name, address, and any organization they represent.

8. Policy 8343 – Agenda Construction and Control & Policy 9340 – Minutes – Beginning July 31st, LB 83 requires that Board agendas and meeting minutes be posted on the District's website. Each agenda must be posted at least twenty-four hours before the meeting. Both the agendas and meeting minutes must remain on the District's website for at least six months.

B. OTHER CONSIDERATIONS

1. LB 644 / Property Tax Request Joint Hearing. This summer, Districts will need to prepare for and review LB 644, and the new budget and tax request process and timelines. Of note, districts will need to sufficiently plan to ensure that they meet the new law's very specific and condensed timeframe. Within the next week or so, we will be sending out a more detailed guidance on complying with LB 644.

2. Juneteenth. This session, LB 29 made Juneteenth (June 19th) a Nebraska State holiday. Although most policies (including 6117) are limited to holidays that occur during the school year, some school districts (either by contract, handbook, or business practice) offer paid holidays for employees on state or federal holidays. Districts should review their holiday pay practices to determine if Juneteenth needs to be added as an additional paid holiday.

3. Seizure Safe Schools Act. Last year, the Legislature enacted LB 639, which requires, among other things, that "at least one school employee at each school who has met the training requirements necessary to administer or assist with the self-administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms as approved by the United States Food and Drug Administration." This requirement becomes effective, beginning in 2022-2023 school year.

4. *Mahanoy v. BL* Case. Last summer, the United States Supreme Court issued its decision in the "Snapchat cheerleader case." The case mainly focused on whether a cheerleader had a First Amendment right to post negative comments about the cheer coaches and school while off-school grounds and outside of school hours. The United States Supreme Court held that the school overstepped its authority by removing the student from the cheer squad in response to her Snaps. One key takeaway from this case is that schools need to review their activity handbooks, activity agreements, and so forth, to ensure that there are no prohibitions against "any" negative speech, comments, and the like. Overbroad and/or vague rules regarding student speech are now subject to higher scrutiny under the *Mahanoy* case.

5. Polling Place or Election Training. LB 843 requires that any political subdivision that receives state or federal funding must make their building available to the County Election Commissioner either as a polling place or for election training. Schools should be aware of this new requirement, if contacted by their Election Commissioner.

6. Holocaust and Financial Literacy Standards. LB 888 requires the State Board of Education to incorporate education on the Holocaust and financial literacy into the social studies standards. This does not necessarily require a policy update but is something to keep in mind as you review and update your curriculum.

7. Bond Timing Correction. LB 1165 fixed a timing dispute over the approval and issuance of voter-approved bonds. Districts who are interested in pursuing a bond election should consult with their bond counsel to confirm that LB 1165 would address any timing concerns with their bond election.

8. Student Attendance Policies. Several schools ran into problems with NDE over student attendance reporting and their Student Attendance Policy. This summer would be a good time to review your Student Attendance Policy and related handbook provisions to ensure that your policy matches current practice.

9. Temporary Memorials Policy. Recent guidance has led some to rethink their Temporary Memorials Policy. Typically, this Policy outlines how deceased staff and/or students will (or will not) be memorialized by the District. There is no requirement to have a Temporary Memorials Policy, but some Districts have adopted a policy for the sake of consistency. For those Districts interested in different policy options on this point, please let us know and we can send you different draft policies.

10. Release from Contract. Some Districts have a policy that allows a teacher or administrator to be released from their contract up to a certain date. The current teacher shortage has led some Districts to question their current practices. In advance of the 2022-2023 school year, this summer would be a good time to decide if your District needs to change its policy and/or practice related to releasing certificated employees from contracts by a certain date.

As always, please let us know if you have any questions or concerns.

Title IX – Procedure for Complaints of Sexual Harassment

A. Complaint Procedure - Generally

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

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.

2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.

3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.

4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.

5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

TITLE IX COORDINATOR CONTACT INFORMATION
[Coordinator Name]
[Address]
[City, State, Zip]
[Phone Number]
[Email Address]

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full

investigative interview. During the initial assessment, the reporting party may also receive information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the "Formal Complaint" process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

B. Formal Complaint Process

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual's participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District's education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) 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 Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the

Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

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

i. Providing the parties with the opportunity to present witnesses and provide evidence.
ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
iii. A consideration of various factors, including: (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.
iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties:* The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation*: Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the "Draft Investigative Report." The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties' Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator's summary of the parties' interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties' responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties' relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

(a) Identification of the allegations potentially constituting sexual harassment;
(b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
(c) Findings of fact supporting the determination;
(d) Conclusions regarding the application of each recipient's code of conduct to the facts;
(e) A statement of, and rationale for, the results as to each allegation, including a

determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

(f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

C. Appeals

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

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

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

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

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

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

D. Informal Resolution

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

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

E. Record Keeping

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

Legal Reference: Title IX

Title IX – Procedure for Complaints of Sexual Harassment

A. Complaint Procedure - Generally

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

6. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.

7. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.

8. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.

9. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.

10. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

TITLE IX COORDINATOR CONTACT INFORMATION
[Coordinator Name]
[Address]
[City, State, Zip]
[Phone Number]
[Email Address]

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been

subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the "Formal Complaint" process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

B. Formal Complaint Process

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual's participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District's education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) 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 Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

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

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

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

vii. A consideration of various factors, including: (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.

viii. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties:* The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation*: Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an

electronic format or a hard copy. This information shall be known as the "Draft Investigative Report." The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties' Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator's summary of the parties' interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties' responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties' relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

(g) Identification of the allegations potentially constituting sexual harassment;
(h) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
(i) Findings of fact supporting the determination;
(j) Conclusions regarding the application of each recipient's code of conduct to the facts;
(k) A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the

Complainant; and

(l) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

C. Appeals

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

4. Procedural irregularity that affected the outcome of the matter;
5. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
6. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

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

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

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

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

D. Informal Resolution

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

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

E. Record Keeping

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

Legal Reference: Title IX

Internal Controls

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

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

(a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and maintain these internal controls consistent with the "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);

(b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;

(c) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as "sensitive" or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

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

1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
3) Implement a Control System procedure;
4) Continue to develop and implement adequate maintenance procedures for the equipment;

5) Continue to develop and implement sales procedures for the equipment; and
6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

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

1) A procedure for micro-purchases (Under $10,000);
2) A procedure for small purchases (between $10,000 to $250,000);
3) A procedure for sealed bids;
4) A procedure for competitive proposals; and
5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.
Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.
Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.
Legal Reference: 2 C.F.R. § 200.213.

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

1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;

3) Identifying adequately the source and application of funds for federally-funded activities;
4) Ensuring effective controls over and accountability for all funds, property, and other assets;
5) Comparing actual expenditures with budget amounts for each federal award;
6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.
Legal Reference: 2 C.F.R. § 200.307.

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

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

Legal Reference: 2 C.F.R. § 200.306.

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

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

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

1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
2) Be incorporated into the official records of the District;
3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
4) Encompass both federally-assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
5) Comply with the established accounting policies and practices of the District; and
6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.
Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Federal Funds for Construction Projects: For all federal awards, the District will comply with all applicable legal requirements, including the Davis-Bacon Act.
Legal Reference: 34 C.F.R. § 75.600, et seq.

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

A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.

B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of $5,000 or more have the prior written approval of the federal awarding agency or pass-through entity.

C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.

D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.

E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

F. If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

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

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Maintaining Records: Financial records, supporting documents, statistical records, and all other District records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time.
Legal Reference: 2 C.F.R. § 200.334.

Conflict of Interest: Notwithstanding any other Board Policies or Procedures, the District shall ensure that it avoids any conflicts of interest regarding any federal awards. The District will disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.
Legal Reference: 2 C.F.R. § 200.112.

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

Legal Reference: 2 C.F.R. § 200, et seq.

Procedures—Bidding Construction Projects

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of one hundred nine thousand dollars ($109,000), or such sum as adjusted pursuant to Section 73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.

2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.

3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.

4. Contract Award: The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.

5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of ten thousand dollars ($10,000) or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred and eighteen thousand dollars ($118,000), as adjusted from time to time by Section 81-3445 or other applicable law.

7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. Sec. 52-118; Neb. Rev. Stat. Sec. 73-101 *et seq.;* Neb. Rev. Stat. Sec. 73-106; Neb. Rev. Stat. Sec. 81-3445

Drug and Substance Use and Abuse

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

Section 1 Drug-Free Workplace

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

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.

2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.

3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.

5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

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

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

Section 2 Alcohol and Drug Testing

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

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

CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING: FEDERAL REGULATIONS, [NAME] PUBLIC SCHOOLS' COMPLIANCE POLICIES AND PROCEDURES, AND EDUCATIONAL MATERIALS

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

(A) **The persons designated by [Name] Public Schools to answer employee questions about these materials are**:

Superintendent of Schools
Secondary Principal

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

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

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

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

(D) **Employee conduct that is prohibited by the federal controlled substances and alcohol use and testing regulations includes**:

1. **Alcohol concentration**.
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

2. **Alcohol possession**.
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.

3. **On-duty use**.
No driver shall use alcohol while performing safety-sensitive functions.

4. **Pre-duty use**.
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. **Use following an accident**.
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. **Refusal to submit to a required alcohol or controlled substances test**.
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.

7. **Controlled substances use**.
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.

8. **Controlled substances test**.
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

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

1. **Pre-employment testing**.
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.

2. **Post-accident testing**.

(a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:

(1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

(2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.

(b) (1) *Alcohol tests*. Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.

(2) *Controlled substance tests*. Shall be administered within 32 hours following the accident.

(c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

3. **Random testing**.

(a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.

(b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.

(c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.

(d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

4. **Reasonable suspicion testing**.

(a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).

(b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:

(i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or

(ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. **Return-to-duty testing**.

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

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

6. **Follow-up testing**.

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

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

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

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

(H) **A "refusal to submit" to an alcohol or controlled substance test includes**:

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

The consequences for refusing to submit to an alcohol or controlled substances test are as follows: A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol (concentration of 0.04 or greater) or controlled substances test.

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

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

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

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

(i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and

(ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

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

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

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

Substitute Teachers

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

Rates of compensation for all substitute teachers will be set by the Board, provided that after a substitute employee has been on duty for fifteen (15) consecutive school days, such substitute teacher shall be paid on a per diem rate applying the salary schedule in place for certificated teachers for the school district based upon the substitute teacher's level of educational attainment and years of teacher experience. Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

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

Legal Reference: Neb. Rev. Stat. Sec. 79-808

Special Education

[Name] Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

1. Free Appropriate Public Education

A free appropriate public education shall be made available to all children with disabilities residing in the District, including children with disabilities who have been suspended or expelled, from date of verification through the school year in which the child is no longer eligible or the student reaches twenty-one (21) years of age, whichever occurs earlier. An Individualized Education Plan ("IEP") will be created for each such child that will enable the student to make progress appropriate in light of the student's unique circumstances

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

2. Full Educational Opportunity Goal

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

3. Child Find

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated. A practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will implement multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process and will publish an annual notice of any significant activity that is designed to identify, locate, or

evaluate children to publicly notify parents, guardians, or appointed surrogates. The District's child find process will be consistent with Federal and Nebraska regulations. Legal Reference:
92 NAC 51-006.01 through 006.01A2

4. Pre-Referral Interventions

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

5. Disability Verification and Eligibility

Eligibility for services will be determined by a multidisciplinary team based on the results of a comprehensive evaluation. The multidisciplinary team will identify whether a child is eligible for special education services based on the disability categories identified by Nebraska and Federal regulations. The multidisciplinary team will rule out the determinant factor is due to a lack of appropriate instruction in reading or math or due to lack of English proficiency. The team will prepare a written report documenting all evaluation findings in accordance with Federal and Nebraska requirements that will be provided to the parent, guardian, or appointed surrogate. When a child is not eligible for services, the multidisciplinary team will determine if general education interventions or strategies are needed.

Legal Reference: 92 NAC 51-006.03; 92 NAC 51-006.04B through 006.04N;

6. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007 by teams that will include all roles identified within Federal and Nebraska rules. Any draft of an IEP that is developed will not be considered final until it is reviewed and revised based on the team, including the parent, guardian, or appointed surrogate, input, and consensus. The district will make reasonable efforts to obtain informed consent from the parent, guardian, or appointed surrogate for special education placement on the IEP form before services are initiated. Revocation of consent for services must be documented by the parent, guardian, or appointed surrogate in writing.

Legal Reference: 92 NAC 51-007

7. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled. Placement for a student with a disability will be based upon a completed IEP developed by a group of persons, including the parent, guardian, or appointed surrogate, knowledgeable about the child, the meaning of the evaluation data, and the placement options. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the "Least

Restrictive Environment Rules"). The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services.

Legal Reference: 92 NAC 51-008.01

8. Procedural Safeguards

Children with disabilities and their parents, guardians, or appointed surrogates shall be afforded the required procedural safeguards. Parents, guardians, and appointed surrogates will be given a copy of their procedural safeguards annually or upon initial referral or parental (parent, guardian, or appointed surrogate) request for evaluation; upon request by a parent, guardian, or appointed surrogate; upon receipt by the school district or approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009.11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

9. Disciplinary Removal of Children with Disabilities

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for no more than ten (10) consecutive school days and for additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement. If a student with a disability violates a code of student conduct, the school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement, as defined in Federal and Nebraska rules, is appropriate for the student. Change of placement decisions related to disciplinary removals will be consistent with Federal and Nebraska regulations. For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child's disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities.

Legal Reference: 92 NAC 51-016

10. Evaluation, Identification, and Reevaluation Procedures

Children with disabilities shall be evaluated, identified, and reevaluated by a team of multidisciplinary qualified professionals in accordance with 92 NAC 51-006. The MDT of a child suspected of having a specific learning disability shall include the additional requirements in accordance with 92 NAC 51-006.04K. The District will make reasonable efforts to obtain written permission for evaluation in accordance with Federal and Nebraska rules. Revocation for consent for evaluation must be documented by the parent, guardian, or appointed surrogate in writing.

The documented results of the evaluation will be provided to parent, guardian, or appointed surrogate and included in student files. All evaluation components will be at district expense. The District will utilize a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district will follow any publisher guidelines for assessments and will not use outdated or culturally inappropriate tools.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. The parent, guardian, or appointed surrogate will be given written notice of the District's decision to either move forward with the Independent Educational Evaluation or to initiate a hearing to determine the appropriateness of the evaluation. If the District agrees to move forward with the evaluation, locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent, guardian, or appointed surrogate from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent, guardian, or appointed surrogate with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

11. Confidentiality of Personally Identifiable Information

A system of safeguards will be implemented to protect the confidentiality of student records and information in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

12. Transition of Children from Part C to Preschool Programs

Children participating in early intervention programs under Part C of the IDEA (early intervention services) will be appropriately evaluated, identified, and have services under Part B of the IDEA by age 3 in a manner consistent with 92 NAC 52-008. Children receiving early intervention services under Part C of the IDEA may continue to receive Part C services, upon parental consent, until the August 31st following the child's third birthday. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

13. Children in Nonpublic Schools

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents, guardians, or appointed surrogates in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

14. Personnel Standards and Personnel Development

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

15. Participation in and Reporting of State and District Wide Assessments

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with

appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

16. Suspension and Expulsion Rates

The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

17. Access to Instructional Materials

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of printed instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

A. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or
B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

18. Over-Identification and Disproportionality

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

19. Prohibition on Mandatory Medication

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

20. Transportation

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law to access academic, related services, and nonacademic services and activities as determined by the child's IEP. Except when a parent is

transporting only his or her child, the District shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92.

Legal Reference: 92 NAC 51-014.01 through 014.02

21. Surrogates

A surrogate will be appointed, and other action taken to ensure the rights of children with a disability as required by law. The surrogate may represent the child in all matters related to the identification, evaluation, and educational placement of a child and the provision of a free appropriate public education to the child.

Legal Reference: 92 NAC 51-009.10

22. Early Intervention Services – Consent

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

Legal Reference: 34 CFR Parts 300, 303 and 304
Neb. Rev. Stat. Sec. 79-1110 to 79-1167
92 NAC 51, 52 and 55

Agenda Construction and Control

A. Written meeting agendas will be prepared by the Superintendent in collaboration with the President of the Board of Education. Any Board member may submit agenda items to be placed on the agenda by the Superintendent and the Board President.

B. Control of the agenda is the responsibility of the Board President. Agenda items shall set forth the matter to be discussed at that agenda item. An agenda, kept continuously current, shall be readily available for public inspection on the District's website and at the office of the Superintendent of Schools of the [Name] School District during normal business hours. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled commencement of the meeting. The School Board shall have the right to modify the agenda to include items of an emergency nature only by action taken at the public meeting at which the item is to be considered. Agenda items shall be sufficiently specific to advise the public of the issues to be discussed under that agenda item.

Legal Reference: Neb. Rev. Stat. Sec. 84-1411

Public Participation at Board Meetings

A. Attend

Members of the public shall be permitted to attend and to speak at board meetings. They will not be required to identify themselves as a condition for admission to the meeting.

The Board may allow advisors, consultants, and other persons who are not Board members to appear at the meeting via telephone or other similar means.

The chair has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The chair may order persons who are disorderly to be removed from the meeting.

Legal Reference:	Sections 79-570; 79-571; Sec. 84-1411 (3) and (6); Sec. 84-1412 (1) and (3)

B. Hear

The board will, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

Legal Reference:	Sec. 84-1412 (7)

C. Record

Members of the public may use recording devices (tape recorder, video camera, etc.) to record any part of a meeting of a public body, except for closed sessions. No recording, other than note taking, shall be done without informing the President in advance. The President shall control the placement of the recording device so the device does not obstruct the view of Board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

Legal Reference:	Sec. 84-1412 (1)

D. Access to Written Materials

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

Legal Reference:	Sec. 84-1412 (8)

E. Speak

Members of the public will be permitted to speak at Board meetings at which a public forum is on the Agenda. Members of the public may also speak when invited to make a presentation or when recognized by the chair. The Board is not required to allow members of the public to speak at each meeting. However, the Board will not forbid public participation at all meetings.

Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items on the agenda.

Any member of the public desiring to address the body shall be required to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual.
The President or chair for the meeting shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions.

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against a school employee shall not be made for the first time at a public Board meeting without having followed the school's complaint procedure.

Legal Reference: Neb. Rev. Stat. 84-1412

Minutes

The Board of Education shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. The resignation of a Board member or any other circumstance that results in a vacancy in office shall be made a part of the minutes.

The minutes shall be prepared by the secretary immediately following the meeting, shall be written, shall be available on the District's website and for inspection by the public and for distribution to the members of the Board within ten (10) working days, or prior to the next convened meeting, whichever occurs earlier, and shall be a part of the agenda for the next regular meeting at which time they shall be corrected, if necessary, and approved.

The minutes shall be kept in the office of the superintendent and shall be public records and open to public inspection during normal business hours. The minutes shall also be available on the District's website for at least six (6) months.

Legal Reference: Neb. Rev. Stat. Sections 79-555; 79-570; and 79-577
Neb. Rev. Stat. Sections 84-1408 to 1414

Print schedule | Last year | Next year | Year being viewed 2023 | Entry Layout | Create a new year | Use Duty Factor ☐

	Duty	Percent	Experience	% Rate	Total %	or	$ Rate	Total Exp $	Amount	Base	Duty Factor	TeacherID	Teacher Name
2023	Boys Head Basketball Coach	12.50%				or			4,687.50	37,500.00			OPEN
2023	Boys Track Head Coach	12.50%	10.00		0.00%	or		0.00	7,312.50	37,500.00	1.36	Tchr	Rick Carter
2023	Boys Wrestling Head Coach	12.50%	10.00		0.00%	or		0.00	7,312.50	37,500.00	1.36	Tchr	Jeremy Hlavac
2023	Football Head Coach	12.50%	6.00		0.00%	or		0.00	6,187.50	37,500.00	1.2	tch	Troy Schlueter
2023	Girls Basketball Head Coach	12.50%	1.00		0.00%	or		0.00	4,687.50	37,500.00	1	tch	Jason Wehner
2023	Girls Track Head Coach	12.50%	10.00		0.00%	or		0.00	7,312.50	37,500.00	1.36	tch	Scott Mollring
2023	Girls Wrestling Head Coach	12.50%	10.00		0.00%	or		0.00	7,312.50	37,500.00	1.36	Tchr	Mark Wemhoff
2023	Instrumental Music Director	12.50%	9.00		0.00%	or		0.00	7,125.00	37,500.00	1.32	tch	Paul Niedbalski
2023	Instrumental Music Director	12.50%	1.00		0.00%	or		0.00	4,687.50	37,500.00	1	tch	Nestor Pelayo
2023	Instrumental Music Director	12.50%	6.00		0.00%	or		0.00	6,187.50	37,500.00	1.2	tch	Morgan Semerad
2023	Volleyball Head Coach	12.50%	2.00		0.00%	or		0.00	5,062.50	37,500.00	1.04	tch	Drey Keairnes
2023	Boys Golf Head Coach	11.00%	9.00		0.00%	or		0.00	6,750.00	37,500.00	1.32	tch	Brante Hayes
2023	Boys Soccer Head Coach	11.00%	10.00		0.00%	or		0.00	6,750.00	37,500.00	1.36	Tchr	Lyndon Beebe
2023	Girls Golf Coach	11.00%	4.00		0.00%	or		0.00	5,062.50	37,500.00	1.12	Tchr	Shanda Hall
2023	Girls Soccer Head Coach	11.00%	9.00		0.00%	or		0.00	6,750.00	37,500.00	1.32	tch	Clarissa Eloge
2023	Girls Softball Head Coach	11.00%	1.00		0.00%	or		0.00	4,125.00	37,500.00	1	tch	Shala Ostberg
2023	Boys Basketball Asst. Coach	9.50%				or			3,562.50	37,500.00			OPEN
2023	Boys Basketball Asst. Coach	9.50%	1.00		0.00%	or		0.00	3,562.50	37,500.00	1	tch	Jordan Haas
2023	Cheerleading Sponsor	9.50%	6.00		0.00%	or		0.00	4,500.00	37,500.00	1.2	tch	Ashlie Stone
2023	Football Assistant Coach	9.50%	9.00		0.00%	or		0.00	4,875.00	37,500.00	1.32	tch	Jonathon Bos
2023	Football Assistant Coach	9.50%	10.00		0.00%	or		0.00	4,875.00	37,500.00	1.36	tch	Daniel Prososki
2023	Football Assistant Coach	9.50%	1.00		0.00%	or		0.00	3,562.50	37,500.00	1	tch	Austin Hauptman
2023	Football Assistant Coach	9.50%	1.00		0.00%	or		0.00	3,562.50	37,500.00	1	tch	Jaden Cover
2023	Girls Basketball Asst. Coach	9.50%	1.00		0.00%	or		0.00	3,562.50	37,500.00	1	tch	Jessica Graef
2023	Girls Basketball Asst. Coach	9.50%	1.00		0.00%	or		0.00	3,562.50	37,500.00	1	tch	Stephanie Pearson
2023	Girls Wrestling Asstistant Coach	9.50%	1.00		0.00%	or		0.00	3,562.50	37,500.00	1	tch	Serena Sanchez
2023	Girls Wrestling Asstistant Coach	9.50%	1.00		0.00%	or		0.00	3,562.50	37,500.00	1	tch	Hal Moomey
2023	Volleyball Assistant Coach	9.50%	1.00		0.00%	or		0.00	3,562.50	37,500.00	1	tch	Jared Barrera
2023	Volleyball Assistant Coach	9.50%	2.00		0.00%	or		0.00	3,750.00	37,500.00	1.04	tch	Stephanie Pearson
2023	Wrestling Assistant Coach	9.50%	10.00		0.00%	or		0.00	4,875.00	37,500.00	1.36	Tchr	Nickolaus Wilcox
2023	Wrestling Assistant Coach	9.50%	9.00		0.00%	or		0.00	4,875.00	37,500.00	1.32	tch	Drey Keairness
2023	Wrestling Asstistant Coach	9.50%	4.00		0.00%	or		0.00	4,125.00	37,500.00	1.12	tch	Tyrell Reichert
2023	Boys Cross Country Coach	8.50%	10.00		0.00%	or		0.00	4,500.00	37,500.00	1.36	Tchr	Rick Carter
2023	Boys Cross Country Coach	8.50%	2.00		0.00%	or		0.00	3,375.00	37,500.00	1.04	Tchr	Lyndon Beebe
2023	Boys Soccer Assistant Coach	8.50%	9.00		0.00%	or		0.00	4,500.00	37,500.00	1.32	Tchr	Jeremy Hlavac
2023	Boys Soccer Assistant Coach	8.50%				or			3,187.50	37,500.00			OPEN
2023	Girls Cross-Country Coach	8.50%				or			3,187.50	37,500.00			OPEN
2023	Girls Soccer Assistant Coach	8.50%	3.00		0.00%	or		0.00	3,562.50	37,500.00	1.08	Tchr	Sheila Hoppe
2023	Girls Soccer Assistant Coach	8.50%	3.00		0.00%	or		0.00	3,562.50	37,500.00	1.08	tch	Jennifer Novak

Print schedule | TSCD | Last year | Next year | Year being viewed 2023 | Entry Layout | Create a new year | Use Duty Factor ☐

	Duty	Percent	Experience	% Rate	Total %	or	$ Rate	Total Exp $	Amount	Base	Duty Factor	TeacherID	Teacher Name
2023	Girls Softball Asst. Coach	8.50%	5.00		0.00%	or		0.00	3,937.50	37,500.00	1.16	tch	Sarah Garcia
2023	Girls Softball Asst. Coach	8.50%	9.00		0.00%	or		0.00	4,500.00	37,500.00	1.32	tch	Clarissa Eloge
2023	Girls Softball Asst. Coach	8.50%	5.00		0.00%	or		0.00	3,937.50	37,500.00	1.16	tch	Wade Brashear
2023	Speech Director Head	8.50%	8.00		0.00%	or		0.00	4,500.00	37,500.00	1.28	tch	Chase King
2023	Track Assistant Coach	8.50%	5.00		0.00%	or		0.00	3,937.50	37,500.00	1.16	tch	Wade Brashear
2023	Track Assistant Coach	8.50%	1.00		0.00%	or		0.00	3,187.50	37,500.00	1	tch	Lilibeth Estrada
2023	Track Assistant Coach	8.50%	10.00		0.00%	or		0.00	4,500.00	37,500.00	1.36	Tchr	Mark Wemhoff
2023	Track Assistant Coach	8.50%				or			3,187.50	37,500.00			OPEN
2023	Track Assistant Coach	8.50%	10.00		0.00%	or		0.00	4,500.00	37,500.00	1.36	tch	Jacquie Thellen
2023	Track Assistant Coach	8.50%	10.00		0.00%	or		0.00	4,500.00	37,500.00	1.36	tch	Rodney Ruybalid
2023	Track Assistant Coach	8.50%	4.00		0.00%	or		0.00	3,750.00	37,500.00	1.12	tch	Tyrell Reichert
2023	Track Assistant Coach	8.50%				or			3,187.50	37,500.00			OPEN
2023	Boys Junior High Cross-Country Head Coach	7.20%	8.00		0.00%	or		0.00	2,962.50	37,500.00	1.28	tch	Michael Baptiste
2023	Girls Junior High Cross-Country Head Coach	7.20%	4.00		0.00%	or		0.00	2,812.50	37,500.00	1.12	tch	Adam Robinson
2023	Junior High Basketball Boys Head Coach	7.20%				or			2,700.00	37,500.00			OPEN
2023	Junior High Basketball Girls Head Coach	7.20%	7.00		0.00%	or		0.00	2,925.00	37,500.00	1.24	tch	Brante Hayes
2023	Junior High Football Head Coach	7.20%	10.00		0.00%	or		0.00	3,750.00	37,500.00	1.36	tch	Chad Wiseman
2023	Junior High Track Head Boys Coach	7.20%	4.00		0.00%	or		0.00	2,812.50	37,500.00	1.12	tch	Michael Baptiste
2023	Junior High Track Head Girls Coach	7.20%	2.00		0.00%	or		0.00	2,737.50	37,500.00	1.04	tch	Adam Robinson
2023	Junior High Volleyball Head Coach	7.20%	10.00		0.00%	or		0.00	3,750.00	37,500.00	1.36	tch	Amanda Richards
2023	Junior High Wrestling Head Coach	7.20%	4.00		0.00%	or		0.00	2,812.50	37,500.00	1.12	tch	Casey Harper
2023	Speech Asst. Director	7.20%	1.00		0.00%	or		0.00	2,700.00	37,500.00	1	tch	Isaac Cook
2023	Speech Asst. Director	7.20%	3.00		0.00%	or		0.00	2,775.00	37,500.00	1.08	tch	Erin Struebing
2023	Speech Asst. Director	7.20%	5.00		0.00%	or		0.00	2,850.00	37,500.00	1.16	tch	Hope Pedersen
2023	Speech Asst. Director	7.20%	6.00		0.00%	or		0.00	2,887.50	37,500.00	1.2	tch	Abigail Linnerson
2023	Speech Asst. Director	7.20%	1.00		0.00%	or		0.00	2,700.00	37,500.00	1	tch	Megan Morton
2023	Intramural Activity Sponsor	7.20%				or			2,700.00	37,500.00			OPEN
2023	Head Teacher: Fisher's	7.00%				or			2,625.00	37,500.00		Tchr	Cynthia Vacha
2023	Head Teacher: Pre-School	7.00%				or			2,625.00	37,500.00		Tchr	Molly Parsons
2023	Head Teacher: Richland	7.00%				or			2,625.00	37,500.00		Tchr	Kristi Benck
2023	Dance Team Sponsor	6.00%	1.00		0.00%	or		0.00	2,250.00	37,500.00	1	tch	Bobbie Rocheford
2023	Junior High Boys Basketball Asst. Coach	6.00%	10.00		0.00%	or		0.00	3,375.00	37,500.00	1.36	Tchr	Patrick Halvorsen
2023	Junior High Boys Basketball Asst. Coach	6.00%	3.00		0.00%	or		0.00	2,250.00	37,500.00	1.08	tch	Tyler Petersen
2023	Junior High Boys Basketball Asst. Coach	6.00%	7.00		0.00%	or		0.00	2,812.50	37,500.00	1.24	tch	Daniel Prososki
2023	Junior High Football Asst. Coach	6.00%	10.00		0.00%	or		0.00	3,375.00	37,500.00	1.36	Tchr	Nickolaus Wilcox
2023	Junior High Football Asst. Coach	6.00%	10.00		0.00%	or		0.00	3,375.00	37,500.00	1.36	tch	Scott Mollring
2023	Junior High Football Asst. Coach	6.00%	2.00		0.00%	or		0.00	2,250.00	37,500.00	1.04	tch	Michael Trotter
2023	Junior High Football Asst. Coach	6.00%				or			2,250.00	37,500.00			OPEN
2023	Junior High Football Asst. Coach	6.00%	4.00		0.00%	or		0.00	2,250.00	37,500.00	1.12	tch	Blake Neuman

Print schedule | TSCD | Last year | Next year | Year being viewed 2023 | Entry Layout | Create a new year | Use Duty Factor ☐

	Duty	Percent	Experience	% Rate	Total %	or	$ Rate	Total Exp $	Amount	Base	Duty Factor	TeacherID	Teacher Name
2023	Junior High Girls Basketball Asst. Coach	6.00%	1.00		0.00%	or		0.00	2,250.00	37,500.00	1	tch	Allison Wooden
2023	Junior High Girls Basketball Asst. Coach	6.00%	2.00		0.00%	or		0.00	2,250.00	37,500.00	1.04	tch	Adam Robinson
2023	Junior High Girls Basketball Asst. Coach	6.00%	10.00		0.00%	or		0.00	3,375.00	37,500.00	1.36	Tchr	Patrick Halvorsen
2023	Junior High Track Asst. Coach	6.00%	10.00		0.00%	or		0.00	3,375.00	37,500.00	1.36	tch	Seth Paesl
2023	Junior High Track Asst. Coach	6.00%	1.00		0.00%	or		0.00	2,250.00	37,500.00	1	tch	Austin Hauptman
2023	Junior High Track Asst. Coach	6.00%	10.00		0.00%	or		0.00	3,375.00	37,500.00	1.36	tch	Chad Wiseman
2023	Junior High Track Asst. Coach	6.00%	10.00		0.00%	or		0.00	3,375.00	37,500.00	1.36	tch	Erik Kravig
2023	Junior High Track Asst. Coach	6.00%	6.00		0.00%	or		0.00	2,812.50	37,500.00	1.2	tch	Jonathon Bos
2023	Junior High Track Asst. Coach	6.00%	3.00		0.00%	or		0.00	2,250.00	37,500.00	1.08	tch	Tyler Petersen
2023	Junior High Volleyball Asst. Coach	6.00%	1.00		0.00%	or		0.00	2,250.00	37,500.00	1	tch	Megan Morton
2023	Junior High Volleyball Asst. Coach	6.00%	5.00		0.00%	or		0.00	2,250.00	37,500.00	1.16	tch	Odalys Cruz
2023	Junior High Volleyball Asst. Coach	6.00%	2.00		0.00%	or		0.00	2,250.00	37,500.00	1.04	tch	Jessica Graef
2023	Junior High Volleyball Asst. Coach	6.00%	2.00		0.00%	or		0.00	2,250.00	37,500.00	1.04	tch	Jennifer Novak
2023	Junior High Wrestling Asst. Coach	6.00%	10.00		0.00%	or		0.00	3,375.00	37,500.00	1.36	tch	Wade Brashear
2023	Junior High Wrestling Asst. Coach	6.00%	9.00		0.00%	or		0.00	2,812.50	37,500.00	1.32	Tchr	Guillermo
2023	Junior High Wrestling Asst. Coach	6.00%	10.00		0.00%	or		0.00	3,375.00	37,500.00	1.36	tch	Donald Maxwell
2023	One-Act Play Director	6.00%	4.00		0.00%	or		0.00	2,250.00	37,500.00	1.12	tch	Hope Pedersen
2023	One-Act Play Director	6.00%	8.00		0.00%	or		0.00	2,812.50	37,500.00	1.28	tch	Chase King
2023	School Improvement Chair	6.00%	1.00		0.00%	or		0.00	2,250.00	37,500.00	1	Tchr	Sheila Hoppe
2023	School Improvement Chair	6.00%	4.00		0.00%	or		0.00	2,250.00	37,500.00	1.12	Tchr	William Policky
2023	Strive Director/Channel 99	6.00%	9.00		0.00%	or		0.00	2,812.50	37,500.00	1.32	Tchr	Shanda Hall
2023	SAT Coordinator - SCHS	5.00%				or			1,875.00	37,500.00		tch	Katherine
2023	SAT Coordinator - SMS	5.00%				or			1,875.00	37,500.00		Tchr	Paula Kment
2023	SAT Coordinator: Elementary	5.00%				or			1,875.00	37,500.00		tch	Ingrid Rodriguez
2023	SAT Coordinator: Elementary	5.00%				or			1,875.00	37,500.00		Tchr	Denise Stevenson
2023	Weight Room Supervisor	5.00%				or			1,875.00	37,500.00		tch	Scott Mollring
2023	Weight Room Supervisor	5.00%				or			1,875.00	37,500.00		tch	Troy Schlueter
2023	FFA Sponsor	4.10%	4.00		0.00%	or		0.00	1,650.00	37,500.00	1.12	tch	Casey Harper
2023	FFA Sponsor	4.10%	3.00		0.00%	or		0.00	1,612.50	37,500.00	1.08	tch	Lynn Hanson
2023	FFA Sponsor	4.10%	1.00		0.00%	or		0.00	1,537.50	37,500.00	1	tch	Hal Moomey
2023	Student Council Sponsor	4.10%	3.00		0.00%	or		0.00	1,612.50	37,500.00	1.08	tch	Brandi Zavadil
2023	Vocal Music Director	4.10%	4.00		0.00%	or		0.00	1,650.00	37,500.00	1.12	Tchr	Nicole Taylor
2023	FCCLA Sponsor	4.10%	5.00		0.00%	or		0.00	1,687.50	37,500.00	1.16	Tchr	Jared Severson
2023	One-Act Play Asst. Director	4.10%	4.00		0.00%	or		0.00	1,650.00	37,500.00	1.12	tch	Morgan Semerad
2023	One-Act Play Asst. Director	4.10%	3.00		0.00%	or		0.00	1,612.50	37,500.00	1.08	tch	Paul Niedbalski
2023	One-Act Play Asst. Director	4.10%	6.00		0.00%	or		0.00	1,725.00	37,500.00	1.2	tch	Abigail Linnerson
2023	School Improvement Co-Chair	4.00%				or			1,500.00	37,500.00		tch	Staci Shonka
2023	School Improvement Co-Chair	4.00%				or			1,500.00	37,500.00		Tchr	Nickolaus Wilcox
2023	Middle School Student Council Sponsor	3.90%	2.00		0.00%	or		0.00	1,462.50	37,500.00	1.04	Tchr	Paula Kment

Print schedule | T S C D | Last year | Next year | Year being viewed 2023 | Entry Layout | Create a new year | Use Duty Factor ☐

	Duty	Percent	Experience	% Rate	Total %	or	$ Rate	Total Exp $	Amount	Base	Duty Factor	TeacherID	Teacher Name
2023	School Improvement Coordinator	3.00%				or			1,125.00	37,500.00		tch	Drey Keairnes
2023	School Improvement Coordinator	3.00%				or			1,125.00	37,500.00		tch	Seth Paesl
2023	School Improvement Coordinator	3.00%				or			1,125.00	37,500.00		tch	Donald Seehusen
2023	School Improvement Coordinator	3.00%				or			1,125.00	37,500.00		tch	Clarissa Eloge
2023	School Improvement Coordinator	3.00%				or			1,125.00	37,500.00		Tchr	Elizabeth Lickei
2023	School Improvement Coordinator	3.00%				or			1,125.00	37,500.00		tch	Ashlie Stone
2023	School Improvement Coordinator	3.00%				or			1,125.00	37,500.00		tch	Katherine
2023	School Improvement Coordinator	3.00%				or			1,125.00	37,500.00		Tchr	Jeremy Hlavac
2023	School Improvement Coordinator	3.00%				or			1,125.00	37,500.00		tch	Jason Friesen
2023	Weight Room Asst. Supervisor	3.00%				or			1,125.00	37,500.00		tch	Jonathon Bos
2023	Cultural Unity Club Sponsor	2.50%	8.00		0.00%	or		0.00	1,200.00	37,500.00	1.28	Tchr	Elizabeth Lickei
2023	Elementary Recorder Choir	2.50%	4.00		0.00%	or		0.00	1,050.00	37,500.00	1.12	Tchr	Nicole Taylor
2023	Junior Class Sponsor	2.50%	8.00		0.00%	or		0.00	1,200.00	37,500.00	1.28	Tchr	John Sayer
2023	Junior Class Sponsor	2.50%	1.00		0.00%	or		0.00	937.50	37,500.00	1	tch	Ann Scott
2023	S CLUB-Head Sponsor	2.50%	8.00		0.00%	or		0.00	1,200.00	37,500.00	1.28	Tchr	Lyndon Beebe
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		tch	Michael Baptiste
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		tch	Bobbie Rocheford
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		Tchr	Doreen Gibbons
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		Tchr	Kelly Kort
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		tch	Kari Bazata
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		Tchr	Kris Svehla
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		tch	Ann Sobota
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		Tchr	Paula Kment
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		Tchr	Andrew Hall
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		Tchr	Lisa Terrell
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		Tchr	Cindy Beebe
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		Tchr	Andra Pracheil
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		tch	Guadalupe Ramirez
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00		Tchr	Jennie Stutzman
2023	School Improvement Coordinator	2.50%				or			937.50	37,500.00			OPEN
2023	Science & Math Club Sponsor	2.50%	8.00		0.00%	or		0.00	1,200.00	37,500.00	1.28	Tchr	John Sayer
2023	Year Book/Journalism SCHS	2.50%	8.00		0.00%	or		0.00	1,200.00	37,500.00	1.28	tch	Robbi McKenney
2023	Year Book/Journalism SMS	2.50%	2.00		0.00%	or		0.00	975.00	37,500.00	1.04	Tchr	Shanda Hall
2023	Youth Boys Basketball	2.50%	3.00		0.00%	or		0.00	1,012.50	37,500.00	1.08	tch	Tyler Petersen
2023	Youth Boys Soccer	2.50%	4.00		0.00%	or		0.00	1,050.00	37,500.00	1.12	Tchr	Guillermo
2023	Youth Football (Flag 3/4)	2.50%	4.00		0.00%	or		0.00	1,050.00	37,500.00	1.12	tch	Jordan Haas
2023	Youth Football (Tackle 5/6)	2.50%	4.00		0.00%	or		0.00	1,050.00	37,500.00	1.12	tch	Blake Neuman
2023	Youth Girls Basketball	2.50%	4.00		0.00%	or		0.00	1,050.00	37,500.00	1.12	tch	Brante Hayes
2023	Youth Girls Soccer	2.50%	3.00		0.00%	or		0.00	1,012.50	37,500.00	1.08	Tchr	Sheila Hoppe

Print schedule | TSCD | Last year | Next year | Year being viewed 2023 | Entry Layout | Create a new year | Use Duty Factor ☐

	Duty	Percent	Experience	% Rate	Total %	or	$ Rate	Total Exp $	Amount	Base	Duty Factor	TeacherID	Teacher Name
2023	Youth Softball	2.50%	4.00		0.00%	or		0.00	1,050.00	37,500.00	1.12	tch	Sarah Garcia
2023	Youth Sports Boys Head Coach	2.50%	3.00		0.00%	or		0.00	1,012.50	37,500.00	1.08	tch	Jason Wehner
2023	Youth Sports Girls Head Coach	2.50%	3.00		0.00%	or		0.00	1,012.50	37,500.00	1.08	Tchr	Sheila Hoppe
2023	Youth Volleyball	2.50%	4.00		0.00%	or		0.00	1,050.00	37,500.00	1.12	tch	Elyse Belina
2023	Youth Wrestling	2.50%	1.00		0.00%	or		0.00	937.50	37,500.00	1	tch	Serena Sanchez
2023	AV Director	1.80%	2.00		0.00%	or		0.00	712.50	37,500.00	1.04	Tchr	Rebecca Black
2023	AV Director	1.80%	2.00		0.00%	or		0.00	712.50	37,500.00	1.04	tch	Drey Keairnes
2023	AV Director	1.80%	8.00		0.00%	or		0.00	937.50	37,500.00	1.28	Tchr	Shanda Hall
2023	Sophomore Class Sponsor	1.80%	1.00		0.00%	or		0.00	675.00	37,500.00	1	tch	Jordan Haas
2023	ART CLUB	1.30%	8.00		0.00%	or		0.00	750.00	37,500.00	1.28	tch	Deb Gonsior
2023	Freshman Class Sponsor	1.30%	1.00		0.00%	or		0.00	487.50	37,500.00	1	tch	Jazmyn Flores
2023	National Honor Society Sponsor	1.30%	2.00		0.00%	or		0.00	525.00	37,500.00	1.04	tch	Staci Shonka
2023	Senior Class Sponsor (Split)	0.90%	8.00	0.04%	0.35%	or		0.00	468.75	37,500.00	1.28	Tchr	Jeff Duranski
2023	Senior Class Sponsor (Split)	0.90%	8.00	0.04%	0.35%	or		0.00	468.75	37,500.00	1.28	tch	Robbi McKenney
2023	Building Level LAN Manager		1.00		0.00%	or	300.00	300.00	300.00	37,500.00	1	tch	Brante Hayes
2023	Building Level LAN Manager		1.00		0.00%	or	300.00	300.00	300.00	37,500.00	1	Tchr	Rebecca Black
2023	Building Level LAN Manager		1.00		0.00%	or	300.00	300.00	300.00	37,500.00	1	Tchr	Jennie Stutzman
2023	Building Level LAN Manager		1.00		0.00%	or	300.00	300.00	300.00	37,500.00	1	Tchr	Kristi Benck
2023	Building Level LAN Manager		1.00		0.00%	or	300.00	300.00	300.00	37,500.00	1	Tchr	Andrew Hall
2023	Musical Asst		1.00		0.00%	or	750.00	750.00	750.00	37,500.00	1	tch	Hope Pedersen
2023	Musical Asst		1.00		0.00%	or	750.00	750.00	750.00	37,500.00	1	tch	Paul Niedbalski
2023	Musical Director		1.00		0.00%	or	750.00	750.00	750.00	37,500.00	1	tch	Morgan Semerad
2023	One-Act Set Building Coordinator		1.00		0.00%	or	750.00	750.00	750.00	37,500.00	1	tch	Donald Seehusen
2023	One-Act Set Building Coordinator		1.00		0.00%	or	750.00	750.00	750.00	37,500.00	1	tch	Michael Trotter
2023	SCHS Ag. Ed. Extended Contract		10.00		0.00%	or	214.83	?	2,148.30	37,500.00	1.36	tch	Casey Harper
2023	SCHS Ag. Ed. Extended Contract		10.00		0.00%	or	214.83	?	2,148.30	37,500.00	1.36	tch	Lynn Hanson
2023	SCHS Ag. Ed. Extended Contract		10.00		0.00%	or	214.83	?	2,148.30	37,500.00	1.36	tch	Hal Moomey
2023	SCHS Band Extended Contract		10.00		0.00%	or	222.79	?	2,227.90	37,500.00	1.36	tch	Paul Niedbalski
2023	SCHS Band Extended Contract		10.00		0.00%	or	222.79	?	2,227.90	37,500.00	1.36	tch	Morgan Semerad
2023	SCHS Band Extended Contract		10.00		0.00%	or	202.70	?	2,027.00	37,500.00	1.36	tch	Nestor Pelayo
2023	SCHS Counselor Extended Contract		10.00		0.00%	or	246.66	?	2,466.60	37,500.00	1.36	tch	Katherine Bertrand
2023	SCHS Guidance Extended Contract		10.00		0.00%	or	246.66	?	2,466.60	37,500.00	1.36	tch	Wade Brashear
2023	SCHS Instr. Coach Extended Contract		10.00		0.00%	or	246.66	?	2,466.60	37,500.00	1.36	tch	Brandi Zavadil
2023	SCHS ITE Extended Contract		3.00		0.00%	or	246.66	739.98	739.98	37,500.00	1.08	Tchr	Mark Wemhoff
2023	SCHS Media Extended Contract		6.00		0.00%	or	246.66	?	1,479.96	37,500.00	1.2	tch	Drey Keairnes
2023	SCHS Science Extended Contract		10.00		0.00%	or	246.66	?	2,466.60	37,500.00	1.36	Tchr	John Sayer
2023	SCHS Technology Extended Contract		20.00		0.00%	or	246.66	?	4,933.20	37,500.00	1.76	Tchr	Jeff Duranski
2023	SCHS Yearbook Extended Contract		1.00		0.00%	or	246.66	246.66	246.66	37,500.00	1	tch	Robbi McKenney
2023	SES Media Extended Contract		6.00		0.00%	or	246.66	?	1,479.96	37,500.00	1.2	Tchr	Rebecca Black

Print schedule | Last year | Next year | Year being viewed 2023 | Entry Layout | Create a new year | Use Duty Factor ☐

	Duty	Percent	Experience	% Rate	Total %	or	$ Rate	Total Exp $	Amount	Base	Duty Factor	TeacherID	Teacher Name
2023	SMS Guidance Extended Contract		6.00		0.00%	or	246.66	?	1,479.96	37,500.00	1.2	Tchr	Paula Kment
2023	SMS Media Extended Contract		6.00		0.00%	or	246.66	?	1,479.96	37,500.00	1.2	Tchr	Shanda Hall