

June 16, 2025
Regular Meeting Board of Education
6:30 PM

The Board of Education District 54-0586, Bloomfield Community Schools, met in Regular Session on June 16, 2025 in High School, Room 14. Dee Bratetic: Present, Brady Folck: Present, Justin Jindra: Present, Casey Schmeckpeper: Present, Deb Wragge: Present, Hally Ziegler: Present.

1.
 - 1.a.
 - 1.b.
 - 1.c.
 - 1.d.
 - 1.e.
 - 1.f.
2. Motion by Hally Ziegler, seconded by Casey Schmeckpeper, to approve the Consent Agenda which included Meeting Minutes and the Financial/Business Reports as presented for this Regular Meeting of the BOE.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried
3.
 - 3.a.
 - 3.b.
 - 3.c. Motion by Justin Jindra, seconded by Hally Ziegler, to move to rescind the Policy 5001 form that summarizes school immunization rules and regulations and Policy 6410 the Title I Parent and Family Engagement Policy.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried
 - 3.d.
 - 3.d.i. Motion by Hally Ziegler, seconded by Casey Schmeckpeper, Adopt Policies 1200, 4003 and 5401 and accompanying forms as revised.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried
 - 3.d.ii. Motion by Justin Jindra, seconded by Dee Bratetic, Adopt Policies 3131 (Procurement Plan) and 3132 (Internal Controls) as revised.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried
 - 3.d.ii.1. Motion by Brady Folck, seconded by Hally Ziegler, Adopt policy 5001 and related forms as revised.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried
 - 3.d.iii. Motion by Casey Schmeckpeper, seconded by Dee Bratetic, Adopt Policy 3410 as revised.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried
 - 3.d.iv. Motion by Hally Ziegler, seconded by Brady Folck, to adopt policy 4009 as revised.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried
 - 3.d.v. Motion by Hally Ziegler, seconded by Justin Jindra, Adopt policy 5101 as revised.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

- 3.d.vi. Motion by Justin Jindra, seconded by Casey Schmeckpeper, Adopt policy 5004 as revised.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried
- 3.d.vii. Motion by Hally Ziegler, seconded by Brady Folck, Adopt Policy 5103 as revised.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried
- 3.d.viii. Motion by Justin Jindra, seconded by Dee Bratetic, Adopt policy 5201 and 5201x.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried
- 3.d.ix. Motion by Dee Bratetic, seconded by Casey Schmeckpeper, Adopt policy 5202z.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried
- 3.d.x. Motion by Hally Ziegler, seconded by Dee Bratetic, Adopt policy 5301.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried
- 3.d.xi. Motion by Justin Jindra, seconded by Hally Ziegler, Adopt policy 5414 as revised.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried
- 3.d.xii. Motion by Brady Folck, seconded by Hally Ziegler, Adopt policy 5507.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried
- 3.d.xiii. Motion by Dee Bratetic, seconded by Hally Ziegler, Adopt policy 6113 and waive the 2nd
reading.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried
- 3.d.xiv. Motion by Hally Ziegler, seconded by Casey Schmeckpeper, Adopt policy 6400 and waive
the 2nd reading.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried
- 3.d.xv. Motion by Dee Bratetic, seconded by Hally Ziegler, Adopt policy 6931.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried
- 3.e. Motion by Hally Ziegler, seconded by Brady Folck, to increase the School Lunch and Breakfast prices
for the 2025-2026 school year, 10% across the board, rounding up to the nearest 5¢. Breakfast prices for
K-12; \$2.15, adults; \$2.80. Lunches for K-6; \$3.15, 7-12; \$3.40 and adults; \$4.60.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried
- 3.f.
- 3.g. Motion by Hally Ziegler, seconded by Dee Bratetic, to direct the Superintendent to set activity ticket
prices as discussed by the school board. All students (preschool-12th grade) will receive free admission to
all home games and to get rid of the family activity pass. Adult activity tickets will be \$120 per person.
Mr. Strom suggested all First Responders and clergy receive free admission to all home games as well.
Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea,
Hally Ziegler: Yea Motion: Carried
- 4.
- 4.a.
- 4.b.
- 4.c.
- 4.d.
- 4.d.i.
- 4.d.i.1.

4.d.i.2.

4.d.i.3.

4.d.i.4.

4.d.i.5.

4.d.ii.

4.d.ii.1.

4.d.ii.2.

4.d.ii.3.

4.d.ii.4.

4.d.ii.5.

4.e.

5.

6. Motion by Hally Ziegler, seconded by Brady Folck, to move into a closed session at 9:31 pm for the protection of the public interest.

Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

6.a. Motion by Justin Jindra, seconded by Casey Schmeckpeper, to have Mr. Strom compose a survey to send out to BCS parents for future Jr. High Co-Op options.

Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

7. Motion by Hally Ziegler, seconded by Dee Bratetic, to adjourn the Regular Meeting of the Bloomfield Community Schools Board of Education at 10:21 pm.

Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

NEBRASKA OPEN MEETINGS ACT

84-1407. Act, how cited. Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined. For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1) (a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.

(1) Until January 1, 2025:

(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee or the governing body of a rural or suburban fire protection district, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1) (b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(c) In addition to a method of notice required by subdivision (1)(b) (i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) Beginning January 1, 2025:

(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (2)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(C)(III) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (2) (b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsections (1) and (2) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (a) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (b) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing.

(4) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(5) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(6) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (5) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(7) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(8)(a) Notwithstanding subsections (3) and (6) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsections (1) and (2) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (5) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section

84-1413.

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (3)(b)(i) and (ii) of this section.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing. Except for closed sessions called pursuant to section 84-1410, a public body shall allow members of the public an opportunity to speak at each meeting.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body 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.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an instate location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the instate location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Revised 07/2024



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May 5, 2025
Committee Meeting Board of Education
6:30 PM

The Board of Education District 54-0586, Bloomfield Community Schools, met in Committee Session on May 5, 2025 in High School, Room 14. Dee Bratetic: Present, Brady Folck: Present, Justin Jindra: Present, Casey Schmeckpeper: Present, Deb Wragge: Present, Hally Ziegler: Present.

President Wragge along with Mr. Strom gave updates on Legislative Bills LB 390, LB 645 and LB 457. There will be Reading and Math interventions designed for SPED kids with next year's curriculum. Administrative and Leadership reports were given. The second half of the Personnel policies 4100-4270 were reviewed and revised along with Board Policy policies 8000 by the board and administrative team. The next regular meeting of the Bloomfield Community Schools Board of Education will be May 19, 2025 at 6:30 pm.

There was no public comment.

Motion by Hally Ziegler, seconded by Justin Jindra, to adjourn this COW Meeting of the Bloomfield Community Schools Board of Education at 9:00 pm..

Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

May 19, 2025
Regular Meeting Board of Education
6:30 PM

The Board of Education District 54-0586, Bloomfield Community Schools, met in Regular Session on May 19, 2025 in High School, Room 14. Dee Bratetic: Present, Brady Folck: Present, Justin Jindra: Present, Casey Schmeckpeper: Absent, Deb Wragge: Present, Hally Ziegler: Present.

Motion by Hally Ziegler, seconded by Dee Bratetic, to excuse the absence of Casey Schmeckpeper from this Regular Meeting.

Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Absent, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

Motion by Hally Ziegler, seconded by Brady Folck, to approve the Consent Agenda which included Meeting Minutes and the Financial/Business Reports as presented for this Regular Meeting of the BOE.

Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Absent, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

<u>Check Number</u>	<u>Entity Name</u>	<u>Amount</u>
44893	Amazon Business	4,354.53
44894	Amazon Business	859.11
44895	American Playground Co	2,050.00
44896	A-OX Welding Supply Co., Inc	59.10
44897	Apptegy	5,521.95
44898	Arts Garbage Service	0.00
44899	AT&T	146.98
44900	Awards Unlimited, Inc	142.20
44901	Black Hills Energy	2,039.74
44902	Blick Art Materials- Dick Blick	87.69
44903	Bloomfield Community Schools	1,407.63
44904	Bloomfield Medical Clinic PC	150.00
44905	Bloomfield Tire & Oil, LLC	695.10
44906	Blue Cross/Blue Shield	2,626.22
44907	Canion Creations LLC	195.00
44908	CDW Government	90.90
44909	City Of Bloomfield, Nebraska	585.00
44910	Klint Conroy	9.90
44911	Courtyard Marriott Lincoln	384.00
44912	Dakota Assemblies	500.00
44913	Dakota Potters Supply	251.25
44914	Demco	122.24
44915	Discount School Supply	397.20
44916	Eakes Office Solutions	67.08
44917	Electronic Systems Inc	364.60
44918	Emergent 3	750.00
44919	Fairfield by Marriott	319.90

44920	Farmers Pride	2,872.11
44921	Farmer's Pride/Battle Creek Coop	477.84
44922	First National Bank of Omaha	588.59
44923	First National Bank of Omaha	74.86
44924	First National Bank of Omaha	319.54
44925	First National Bank of Omaha	14.00
44926	First National Bank of Omaha	1,040.04
44927	First National bank of Omaha	115.07
44928	First National Bank of Omaha	179.96
44929	First National Bank Omaha	638.48
44930	First National Bank Omaha	687.85
44931	Flinn Scientific	504.03
44932	Great Plains Communications	743.07
44933	Grizzly Industrial Inc	3,824.00
44934	Hartington-Newcastle School	2,903.17
44935	HD Supply	595.28
44936	Heartland Counseling Services Inc.	1,056.00
44937	Hefner Hardware	1,514.51
44938	Hometown Leasing	1,575.25
44939	IState Truck Center	0.00
44940	Justice Fire & Safety	427.50
44941	L & E LLC - Country Market	681.96
44942	Lakeshore Learning Materials	223.86
44943	The Lampo Group, LLC	1,229.77
44944	Tim Twibell	5,000.00
44945	McGraw-Hill Education Inc.	0.00
44946	Menford Electric LLC	389.00
44947	NAEA	275.00
44948	NCSA	2,559.00
44949	Nebraska Public Power District	3,487.82
44950	Norfolk Daily News	217.58
44951	Northstar Services	3,659.75
44952	Olson's Pest Technicians Inc	99.00
44953	One Source	161.00
44954	Petty Cash	7.00
44955	Pitzer Digital	295.76
44956	Quill Corporation	125.72
44957	Really Good Stuff	1,396.76
44958	Royal Sport Shop	69.00
44959	School Health Corporation	504.23
44960	School Specialty LLC	522.35
44961	Staples Business Advantage	2,946.10

44962	Thoughtful Learning	293.48
44963	Truck Center Companies	2,355.86
44964	Arts Garbage Service	984.75
44965	Demco	143.60
44966	Bloomfield Community Schools	73.95
44967	John Deere Financial	27.53
44968	Justice Fire & Safety	0.00
44969	Justice Fire & Safety	213.75

Tim Watson from National Insurance Services came and presented to the BOE our district insurance policies and answered questions. President Wragge will be attending the School Law Seminar on June 11th and 12th in Kearney. Mr. Conroy and Mrs. Gilsdorf updated the BOE on the Accountability and Student Achievement Report for both high school and elementary schools. Administrative and Leadership reports were given. Mr. Strom touched based on a couple of topics being discussed by the Legislature. Topics included cell phone policies, medical marijuana, school dress codes and staff contracts. Mr. Dodge provided the BOE with information concerning the summer conditioning and strength programs. The coach bus and transportation were discussed among the members of the BOE.

Motion by Justin Jindra, seconded by Hally Ziegler, to approve the reviewed and revised BCS BOE policies 4100-4270 and 8000-8347, and to waive the second reading.

Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Absent, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

Motion by Dee Bratetic, seconded by Brady Folck, to note that the BCS BOE has reviewed, revised and approved policies 5008 and 5009 for the 2025-26 school year as required by NE legislation.

Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Absent, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

Motion by Justin Jindra, seconded by Hally Ziegler, to approve the device purchase and the service contract as presented by the Technology Department for the 2025-26 school year with RTI and allow Superintendent Mr. Strom to approve the purchase without additional BOE input.

Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Absent, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

There was no public comment.

Motion by Dee Bratetic, seconded by Brady Folck, to adjourn the Regular Meeting of the Bloomfield Community Schools Board of Education at 7:54 pm. The next regular meeting of the BOE will be June 16, 2025 at 6:30 pm. There will be no Committee of the Whole meeting for the month of June. The next policies to be reviewed and revised by the BOE will be the 9000s.

Dee Bratetic: Yea, Brady Folck: Yea, Justin Jindra: Yea, Casey Schmeckpeper: Absent, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

Check Register by Checking Account

Checking Account ID: 1

Check Type: Automatic Payment

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
201526	06/24/2025				ATT	AT&T	172.92
201527	06/26/2025				BLACHILL	Black Hills Energy	1,130.23
201528	06/30/2025				NPPD	Nebraska Public Power District	3,442.07
Check Type Total:		Automatic Payment		Void Total:		0.00	Total without Voids: 4,745.22

Checking Account ID: 1

Check Type: Check

Check Number	Check Date	Cleared	Void	Void Date	Entity ID	Entity Name	Amount
44983	06/11/2025				AMABUS	Amazon Business	839.19
44984	06/11/2025				AOXWELD	A-OX Welding Supply Co., Inc	57.45
44985	06/11/2025				ARTSGARB	Arts Garbage Service	984.75
44986	06/11/2025				ATT	AT&T	126.09
44987	06/11/2025				AWARUNLI	Awards Unlimited, Inc	67.76
44988	06/11/2025				BLOOAUTO	Bloomfield Auto Parts	26.91
44989	06/11/2025				BLMFSCHL	Bloomfield Community Schools	50.00
44990	06/11/2025				BLUECROS	Blue Cross/Blue Shield	902.75
44991	06/11/2025				CARHARTL	Carhart Lumber Co	20.50
44992	06/11/2025				CITYBLOO	City Of Bloomfield, Nebraska	594.00
44993	06/11/2025				DISCSCHOSU	Discount School Supply	425.99
44994	06/11/2025				DISCEDUC	Discovery Education	4,146.25
44995	06/11/2025				ESU1	E.S.U. ONE	50,995.08
44996	06/11/2025				EAKESOFF	Eakes Office Solutions	655.04
44997	06/11/2025				FAIRFIELD	Fairfield by Marriott	220.00
44998	06/11/2025				FARMPRID	Farmers Pride	1,751.49
44999	06/11/2025				FNBO	First National Bank of Omaha	63.45
45000	06/11/2025				FNBOBS	First National Bank of Omaha	95.13
45001	06/11/2025				FNBOKC	First National Bank of Omaha	222.62
45002	06/11/2025				FNBOSF	First National Bank of Omaha	623.92
45003	06/11/2025				FNBOTG	First National bank of Omaha	643.24
45004	06/11/2025				FNBOBE	First National Bank Omaha	148.26
45005	06/11/2025				FNBOKM	First National Bank Omaha	488.61
45006	06/11/2025				FNBORJ	First National Bank Omaha	124.21
45007	06/11/2025				GREAPLAIC	Great Plains Communications	743.07
45008	06/11/2025				HARTSCHL	Hartington-Newcastle School	2,903.17
45009	06/11/2025				HEARCOUNS	Heartland Counseling Services Inc.	1,056.00
45010	06/11/2025				HEFNHRD	Hefner Hardware	941.29
45011	06/11/2025				HOMELEAS	Hometown Leasing	1,575.25
45012	06/11/2025				KERSTENAUT	Kersten Auto Co. LLC	99.75
45013	06/11/2025				COUNMARK	L & E LLC - Country Market	483.62
45014	06/11/2025				LAKESHOR	Lakeshore Learning Materials	2,322.99
45015	06/11/2025				ALEKS	McGraw Hill School Education	224.16
45016	06/11/2025				NAVIMOTO	Navigator Motorcoaches, Inc.	2,945.01
45017	06/11/2025				NCSA	NCSA	75.00
45018	06/11/2025				NASCD	Nebraska ASCD	40.00
45019	06/11/2025				NASB	Nebraska Assoc School Boards	250.00
45020	06/11/2025				NORFDAIL	Norfolk Daily News	9.72
45021	06/11/2025				NORTHSTAR	Northstar Services	2,376.00
45022	06/11/2025				OLSONSP	Olson's Pest Technicians Inc	99.00
45023	06/11/2025				OMNIFYBENE	Omnify Benefits	110.25
45024	06/11/2025				PERRYGUTH	Perry, Guthery, Haase & Gessford, P.C.,	748.80
45025	06/11/2025				PITZDIG	Pitzer Digital	180.65
45026	06/11/2025				POPPLERS	Popplers Music Inc	98.50
45027	06/11/2025				POWESCHOO	PowerSchool Group LLC	5,811.50
45028	06/11/2025				RENALEAR	Renaissance Learning Inc	8,505.00
45029	06/11/2025				SCHOHEALCO	School Health Corporation	553.26
45030	06/11/2025				SCHOSPEC1	School Specialty LLC	1,062.33
45031	06/11/2025				SEESAW	Seesaw Learning Inc	1,210.00
45032	06/11/2025				TEACHDIS	Teacher's Discovery	234.52
45033	06/11/2025				TRISTATEWI	Tri State Windshield Repair	500.00
45034	06/11/2025				TRUCCENTCO	Truck Center Companies	402.95

Check Register by Checking Account

Checking Account ID: 1

Check Type: Check

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
45036	06/11/2025				OLSESHEI	Sheila Olsen	17.96
45037	06/11/2025				PYRASCHO	Pyramid School Products	263.86
45038	06/11/2025				RASMMECH	Rasmussen Mechanical Services, Inc	1,883.26
45039	06/11/2025				TRUCCENTCO	Truck Center Companies	503.13
Check Type Total:		Check			Void Total:		0.00
					Total without Voids:		102,502.69
Checking Account Total:		1			Void Total:		0.00
					Total without Voids:		107,247.91

Checking Account ID: 2

Check Type: Check

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
6788	06/11/2025				CASHWAD	Cash-Wa Distributing	1,285.31
6789	06/11/2025				APPEARA	Dudley Laundry Co	110.98
6790	06/11/2025				HEFNHRD	Hefner Hardware	325.41
6791	06/11/2025				HIGHLAND	Highland Dairy	772.92
6792	06/11/2025				COUNMARK	L & E LLC - Country Market	133.87
6793	06/11/2025				USFOODS	The Thompson Co. Inc	2,055.49
Check Type Total:		Check			Void Total:		0.00
					Total without Voids:		4,683.98
Checking Account Total:		2			Void Total:		0.00
					Total without Voids:		4,683.98

Checking Account ID: 3

Check Type: Check

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
31499	06/11/2025				AMABUS	Amazon Business	1,287.15
31500	06/11/2025				ARBITER	ArbiterSports, LLC	390.00
31501	06/11/2025				BSNSPOR	BSN Sports	38.90
31502	06/11/2025				COUNINNLIN	Country Inn & Suites	5,597.00
31503	06/11/2025				FNBO	First National Bank of Omaha	603.92
31504	06/11/2025				FNBOBS	First National Bank of Omaha	73.31
31505	06/11/2025				FNBOSF	First National Bank of Omaha	5,028.27
31506	06/11/2025				FNBOTG	First National bank of Omaha	70.00
31507	06/11/2025				FNBOBE	First National Bank Omaha	1,119.09
31508	06/11/2025				HEFNHRD	Hefner Hardware	7.73
31509	06/11/2025				HEFNJASO	Jason Hefner	106.39
31510	06/11/2025				IMPACT	ImPACT Applications Inc.	550.00
31511	06/11/2025				KNOXCOCNL	Knox County 4-H Council	111.00
31512	06/11/2025				COUNMARK	L & E LLC - Country Market	419.87
31513	06/11/2025				LINEDRIV	Line Drive Inc.	1,633.75
31514	06/11/2025				NATIONTL	National FFA Organization	264.00
31515	06/11/2025				NCA	NCA	135.00
31516	06/11/2025				SCHOLABF	Scholastic Book Clubs	38.24
31517	06/11/2025				SCHOHEALCO	School Health Corporation	72.37
31518	06/11/2025				SEAGMICH	Michelle Seagren	50.00
31519	06/11/2025				BLOOBAKE	Bloomfield Bakery	205.00
31520	06/11/2025				PYRASCHO	Pyramid School Products	663.80
Check Type Total:		Check			Void Total:		0.00
					Total without Voids:		18,464.79
Checking Account Total:		3			Void Total:		0.00
					Total without Voids:		18,464.79

Checking Account ID: 5

Check Type: Check

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Amount</u>
20805	06/11/2025				DSNENV	Dave Noecker	1,645.00
Check Type Total:		Check			Void Total:		0.00
					Total without Voids:		1,645.00
Checking Account Total:		5			Void Total:		0.00
					Total without Voids:		1,645.00
Grand Total:					Void Total:		0.00
					Total without Voids:		132,041.68

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
A-OX Welding Supply Co., Inc	0000324663	T Cylinder & Administrative Charge	59.10
Total A-OX Welding Supply Co., Inc			59.10
Amazon Business	1191-DNRW-HD3R	R. Risor Requisitions	32.87
Amazon Business	19D9-PG4H-GD99	B. Eisenhower Requisitions	1,396.74
Amazon Business	1CH9-RNTN-FJ34	S. Fehringer Requisitions	82.76
Amazon Business	1D1V-T117-F4PY	B. Sazama Requisitions	642.11
Amazon Business	1D67-3JDV-GLK1	M. Abbenhaus Requisitions	290.21
Amazon Business	1D67-3JDV-GM3K	Multicultural Night Supplies	61.07
Amazon Business	1D67-3JDV-GPV9	B Schmeckpeper Requisisitons	194.85
Amazon Business	1FHH-KQ6N-GTXG	Poly-Fil Premium Fiber - White	38.29
Amazon Business	1FRY-XL9W-GWLQ	B. Becker Requisitions	60.96
Amazon Business	1FVL-F49W-GMRK	A. Guenther Requisitions	389.63
Amazon Business	1FVL-F49W-GNQL	Mini Hot Glue Sticks	29.98
Amazon Business	1GFY-4WFF-GD3V	B. Eckstrom Requisitions	532.79
Amazon Business	1JC-6-KC3Y-GDNC	S. Olsen Requisitions	149.25
Amazon Business	1JC6-KC3Y-GFLG	2025 Preschool Graduation	50.35
Amazon Business	1K46-PNLJ-GT9P	G Eisenhower Requisitions	70.00
Amazon Business	1NVF-F4GM-GCQT	R. Beckmann Requisitions	261.08
Amazon Business	1PLL-KNVJ-GLC3	B. Schmeckpeper Requisitions	859.11
Amazon Business	1QP6-G7RJ-G7LV	M. Makings Requisition	71.59
Total Amazon Business			5,213.64
American Playground Co	20250506	Elementary Playground Blue Rubber Mulch	0.00
American Playground Co	PLA000016	Elementary Playground Blue Rubber Mulch	2,050.00
Total American Playground Co			2,050.00
Apptegy	INV28985	Mobile Web Calling System	5,521.95
Total Apptegy			5,521.95
Arts Garbage Service	4081903T952	May Garbage Service	0.00
Arts Garbage Service	May Garbage	May Garbage	984.75
Total Arts Garbage Service			984.75
AT&T	Hot Spot Billing		172.92
AT&T	May Telephone	May Telephone	146.98
Total AT&T			319.90
Awards Unlimited, Inc	312825	Annual Metals	142.20
Total Awards Unlimited, Inc			142.20
Black Hills Energy	25 May Gas	25 May Gas	2,039.74
Total Black Hills Energy			2,039.74
Blick Art Materials- Dick Blick	5283356	S.Fehringer Requisitions	66.69
Blick Art Materials- Dick Blick	5368615	S. Olsen Requisitions	21.00
Total Blick Art Materials- Dick Blick			87.69
Bloomfield Community Schools	25 May 4800	Reimburse Activity	609.43
Bloomfield Community Schools	25 May Sub Lunches	May Sub Lunches	73.95
Bloomfield Community Schools	Aprils Sub Lunches	April Sub Lunches	142.20
Bloomfield Community Schools	Jake Schroeder Comp	Reverse J. Schroeder Laptop Revtrak	40.00

Vendor Name	Invoice Number	Description	Amount
Bloomfield Community Schools	Staff Appreciation	2025 Staff Appreciation	616.00
Total Bloomfield Community Schools			1,481.58
Bloomfield Medical Clinic PC	48975	Bus Driver Physical MG	150.00
Total Bloomfield Medical Clinic PC			150.00
Bloomfield Tire & Oil, LLC	0124761	Lawn Mower Tire	46.19
Bloomfield Tire & Oil, LLC	108367	Lawn Mower Maintenance	648.91
Total Bloomfield Tire & Oil, LLC			695.10
Blue Cross/Blue Shield	25 May BCBS CO	25 April & May BCBS CO	1,805.50
Blue Cross/Blue Shield	25 S. Olsen	S. Olsen March Coverage	820.72
Total Blue Cross/Blue Shield			2,626.22
Canion Creations LLC	38179	Fiesta Fatal 5-Pack	195.00
Total Canion Creations LLC			195.00
CDW Government	AD67V1L	Sandisk 128GB	90.90
Total CDW Government			90.90
City Of Bloomfield, Nebraska	April Utilities	April Water, Sewer	585.00
Total City Of Bloomfield, Nebraska			585.00
Conroy, Klint	Teacher Appreciation	2025 Teacher Appreciation Supplies	9.90
Total Conroy, Klint			9.90
Courtyard Marriott Lincoln	652R300015486	State FCCLA	384.00
Total Courtyard Marriott Lincoln			384.00
Dakota Assemblies	1825	Ron Anglin - Quite A Catch	500.00
Total Dakota Assemblies			500.00
Dakota Potters Supply	25 PO3217	B. Eckstrom Requisitions	251.25
Total Dakota Potters Supply			251.25
Demco	25-26 Requisitions	HS Library Requisitions	130.20
Demco	7638294	ES Library Requisitions	135.64
Total Demco			265.84
Discount School Supply	009525090102	T. Gilsdorf Requisitions	387.38
Discount School Supply	009577300101	B. Eckstrom	9.82
Total Discount School Supply			397.20
Eakes Office Solutions	20250422	Paper Towels, 45 Gal Liners	0.00
Eakes Office Solutions	INV641994	EGoldfax	33.54
Eakes Office Solutions	INV649841	EGoldFax	33.54
Total Eakes Office Solutions			67.08
Electronic Systems Inc	36429	Fire Alarm Inspections	364.60
Total Electronic Systems Inc			364.60
Emergent 3	20250512-092400782	Emergent 3 Immigration	750.00
Total Emergent 3			750.00

Vendor Name	Invoice Number	Description	Amount
Fairfield by Marriott	434C400013744	CTE Conference Room	319.90
Total Fairfield by Marriott			319.90
Farmers Pride	2495815	Bus Garage Supplies	477.84
Farmers Pride	25 April Fuel	25 April Fuel & Fly Spray	2,872.11
Total Farmers Pride			3,349.95
First National Bank of Omaha	FNBOGE 5303	WSC Math Contest	135.00
First National Bank of Omaha	FNBOKT 9181	M Abbenhaus Requisition	453.59
Total First National Bank of Omaha			588.59
First National Bank of Omaha	FNBOBS 0658		74.86
Total First National Bank of Omaha			74.86
First National Bank of Omaha	FNBOKC 0280		319.54
Total First National Bank of Omaha			319.54
First National Bank of Omaha	FNBORB 5053		14.00
Total First National Bank of Omaha			14.00
First National Bank of Omaha	FNBOSF	M. Abbenhaus Requisitions	459.50
First National Bank of Omaha	FNBOSF 6794		468.30
First National Bank of Omaha	Sam's Club Sped Supp	Jerky & Gatorade Powder	112.24
Total First National Bank of Omaha			1,040.04
First National bank of Omaha	FNBOTG 0417		115.07
Total First National bank of Omaha			115.07
First National Bank of Omaha	FNBOTS 6989		179.96
Total First National Bank of Omaha			179.96
First National Bank Omaha	FNBOKM 6155		638.48
Total First National Bank Omaha			638.48
First National Bank Omaha	FNBORJ 2971	FNBORJ 2971	687.85
Total First National Bank Omaha			687.85
Flinn Scientific	3133578	N.Dodge Requisitions	496.98
Flinn Scientific	3134220	L.Hauger Requisitions	7.05
Total Flinn Scientific			504.03
Great Plains Communications	25 May 2875	25 May 2875	743.07
Total Great Plains Communications			743.07
Grizzly Industrial Inc	70779301-1	B. Eisenhower Requisitions	3,824.00
Total Grizzly Industrial Inc			3,824.00
Hartington-Newcastle School	May Nursing	May Nursing	2,903.17
Total Hartington-Newcastle School			2,903.17
HD Supply	859117673	S. Fehringer Requisition	149.94
HD Supply	861511756	D. Fehringer Requisitions	155.58

Vendor Name	Invoice Number	Description	Amount
HD Supply	861511764	D. Fehringer Requisitions	27.08
HD Supply	861728467	D. Fehringer Requisitions	177.60
HD Supply	863034062	B Eckstrom	85.08
Total HD Supply			595.28
Heartland Counseling Services Inc.	3682	Counseling Services - Ms. Fehringer	1,056.00
Total Heartland Counseling Services Inc.			1,056.00
Hefner Hardware	53370	Elementary Bathroom Faucet	165.75
Hefner Hardware	53392	Science Supplies	28.78
Hefner Hardware	53514	Bus Barn Supplies	32.29
Hefner Hardware	53591	Ag Shop Supplies	14.38
Hefner Hardware	53796	Fertilizer & Grub Control	1,214.82
Hefner Hardware	53928	Elementary T8 48"18W Light Bulbs	58.49
Total Hefner Hardware			1,514.51
Hometown Leasing	25 May Leases		1,575.25
Total Hometown Leasing			1,575.25
IState Truck Center	20250422	Bus Mudflaps	0.00
Total IState Truck Center			0.00
John Deere Financial	1915143		27.53
Total John Deere Financial			27.53
Justice Fire & Safety	IVN 00334343		0.00
Justice Fire & Safety	IVN00333374	FCS & Kitchen Inspection	427.50
Justice Fire & Safety	IVN00334343		213.75
Justice Fire & Safety	V*IVN 00334343		0.00
Total Justice Fire & Safety			641.25
L & E LLC - Country Market	25 April 4800		61.79
L & E LLC - Country Market	25 May 4800	25 May 4800	620.17
Total L & E LLC - Country Market			681.96
Lakeshore Learning Materials	90717299	B Eckstrom	223.86
Total Lakeshore Learning Materials			223.86
Lampo Group, LLC, The	INV2678804	HS Ramsey Textbooks	1,229.77
Total Lampo Group, LLC, The			1,229.77
Lazy T Tire & Implement	78047	Alkota Power Washer	5,000.00
Total Lazy T Tire & Implement			5,000.00
McGraw-Hill Education Inc.	20250430	Math Curriculum	0.00
Total McGraw-Hill Education Inc.			0.00
Menford Electric LLC	4212025-156	Power for Door Operator on East Door	389.00
Total Menford Electric LLC			389.00
NAEA	2526NAEA	NAEA Dues BE	275.00
Total NAEA			275.00

Vendor Name	Invoice Number	Description	Amount
NCSA	25 Business Manager	2025 Business Manager Training	175.00
NCSA	25-26 Memberships	2025-26 NCSA Memberships	2,384.00
Total NCSA			2,559.00
Nebraska Public Power District	25 May	25 May Electric	3,487.82
Total Nebraska Public Power District			3,487.82
Norfolk Daily News	11293-2	BOE Notice	10.86
Norfolk Daily News	11293-3	BOE Notice	9.72
Norfolk Daily News	25-26 Annual NDN	25-26 NDN Subscription	197.00
Total Norfolk Daily News			217.58
Northstar Services	April Services	April Services	3,659.75
Total Northstar Services			3,659.75
Olson's Pest Technicians Inc	423463	Pest Control	99.00
Total Olson's Pest Technicians Inc			99.00
One Source	2022178566	Background Checks TK KV LT	161.00
Total One Source			161.00
Petty Cash	Postage	Postage Reimbursment	7.00
Total Petty Cash	Reimbursemen		7.00
Pitzer Digital	87551	Americanism Meeting	11.30
Pitzer Digital	87552	COW Meeting	14.05
Pitzer Digital	87553	BOE Proceedings	51.00
Pitzer Digital	87705	BOE Notice	11.55
Pitzer Digital	88277	COW Proceedings	53.13
Pitzer Digital	88278	BOE Minutes	35.53
Pitzer Digital	88279	COW Notice	11.55
Pitzer Digital	88280	BOE Proceedings	54.52
Pitzer Digital	88281	BOE Minutes	53.13
Total Pitzer Digital			295.76
Quill Corporation	43880863	B Eckstrom	15.51
Quill Corporation	43905566	B. Eckstrom	110.21
Total Quill Corporation			125.72
Really Good Stuff	8835416	Preschool Requisitions	1,396.76
Total Really Good Stuff			1,396.76
Royal Sport Shop	5850	Retirement Awards	69.00
Total Royal Sport Shop			69.00
School Health Corporation	CINV000230850	Nursing Supplies	504.23
Total School Health Corporation			504.23
School Specialty LLC	208135550870	Office Supplies SF	302.32
School Specialty LLC	308104693526	S Olsen Supplies	220.03
Total School Specialty LLC			522.35
Staples Business Advantage	6028924197	Office Supplies SO	146.64

Vendor Name	Invoice Number	Description	Amount
Staples Business Advantage	6028924198	Office Supplies SF	589.79
Staples Business Advantage	6028924199	Principal Supplies TG	68.22
Staples Business Advantage	6028991131	Elementary Supplies SO	111.18
Staples Business Advantage	6028991132	Office Supplies SF	23.70
Staples Business Advantage	6029410127	T. Gilsdorf Requisitions	8.92
Staples Business Advantage	6029410128	S. Fehringer Requisitions	38.55
Staples Business Advantage	6029410129	S. Fehringer Requisitions	151.97
Staples Business Advantage	6029845175	Shatterproof Plastic Ruler	3.38
Staples Business Advantage	6030083762	D. Koertje Supplies	1,707.20
Staples Business Advantage	6030083764	D Koertje Supplies	52.65
Staples Business Advantage	6030411971	Office Supplies	43.90
Total Staples Business Advantage			2,946.10
Thoughtful Learning	13622	A. Folck Requisitions	293.48
Total Thoughtful Learning			293.48
Truck Center Companies	20250422	Marker Light	0.00
Truck Center Companies	20250422-0001	Power & Heated Mirrors	0.00
Truck Center Companies	RA101011911:01	Bus #12 Repairs	2,272.36
Truck Center Companies	RA101012213:01	Bus #4 Wire Inspection	83.50
Total Truck Center Companies			2,355.86
Fund Number 01			72,444.97
Checking Account ID 1			72,444.97
Checking Account ID 2	Fund Number 06	Lunch Fund	
Bloomfield Community Schools	Molly Miller Laptop	Molly Miller Laptop	129.54
Total Bloomfield Community Schools			129.54
Byerly, Glenda	Lunch Balance Refund	Lunch Balance Refund	40.40
Total Byerly, Glenda			40.40
Cash-Wa Distributing	14574288	Food	822.91
Cash-Wa Distributing	14582412	Food, Supplies	1,401.67
Cash-Wa Distributing	14598205	Food	1,938.58
Cash-Wa Distributing	D14584588	Cereal	113.57
Total Cash-Wa Distributing			4,276.73
Dudley Laundry Co	1068940	Kitchen, Janitorial	71.45
Dudley Laundry Co	1071061	Kitchen, Janitorial	71.45
Dudley Laundry Co	1073145	Kitchen, Janitorial	71.45
Dudley Laundry Co	1075267	Kitchen, Janitorial	71.45
Dudley Laundry Co	1077359	Kitchen, Janitorial	71.45
Total Dudley Laundry Co			357.25
Highland Dairy	0758317	Milk, Dairy	638.54
Highland Dairy	0758436	Milk	118.76
Highland Dairy	0758552	Milk, Juice, Dairy	480.49
Highland Dairy	0758713	Milk, Juice	344.70
Total Highland Dairy			1,582.49
Hobart Sales & Service	OC105276	Convection Oven Repairs & Maintenance	852.32
Hobart Sales & Service	OC105392	Temperature Probe	322.14

Vendor Name	Invoice Number	Description	Amount
Total Hobart Sales & Service			1,174.46
Justice Fire & Safety	IVN 00334343		1,088.75
Total Justice Fire & Safety			1,088.75
L & E LLC - Country Market	25 May 4365	Food	315.21
Total L & E LLC - Country Market			315.21
Poppe, Paige	Lunch Balance Refund	Lunch Balance Refund	145.55
Total Poppe, Paige			145.55
Thiele, Derek or Melissa	Lunch Balance Refund	Lunch Balance Refund	29.75
Total Thiele, Derek or Melissa			29.75
Thompson Co. Inc, The	4622761	Food & Supplies	2,360.14
Thompson Co. Inc, The	4816799	Food & Supplies	2,455.63
Thompson Co. Inc, The	5201776	Food & Supplies	1,745.44
Total Thompson Co. Inc, The			6,561.21
Fund Number 06			15,701.34
Checking Account ID 2			15,701.34
Checking Account ID 3	Fund Number 05	Activity Fund	
Amazon Business	17CP-MP37-GL61	GBB Requisitions	339.96
Amazon Business	1PLL-KNVJ-GR1F	Grade School Fund	16.99
Amazon Business	1PLL-KNVJ-GXJC	Staff Appreciation	570.27
Amazon Business	1PLL-KNVJ-WG6Y	Football Requisitions	75.82
Amazon Business	1TGG-P93W-FFR1	Track & Field Requisitions	829.71
Total Amazon Business			1,832.75
Bloomfield Bakery	043509	FFA Pie Auction	205.00
Total Bloomfield Bakery			205.00
Bloomfield Community Schools	25 May JH Track Reim	Reimburse General Fund	150.00
Total Bloomfield Community Schools			150.00
Carhart Lumber Co	624997	4H Building Steel	188.99
Total Carhart Lumber Co			188.99
Cash	25 State Track Diem	25 State Track Per Diem	1,140.00
Total Cash			1,140.00
Chesterman Co	3844107	Student Council Powerade Zero	18.05
Chesterman Co	3844108	Student Council Drinks	64.00
Total Chesterman Co			82.05
Clarkson-Leigh Girls Basketball	25 GBB Camp	25 GBB Camp	225.00
Total Clarkson-Leigh Girls Basketball			225.00
Concordia University	25 BB Camp	Boys BB Camp	275.00
Concordia University	25 GBB Camp	25 GBB Camp	275.00
Total Concordia University			550.00

Vendor Name	Invoice Number	Description	Amount
Courtyard Marriott Lincoln	652R300015486	State FCCLA	1,168.00
Total Courtyard Marriott Lincoln			1,168.00
Creighton Community Schools	25 May JH Track	25 May JH Track	100.00
Total Creighton Community Schools			100.00
First National Bank of Omaha	FNBOCS 5303		125.62
First National Bank of Omaha	FNBOMK 7306	Senior Roses	180.00
Total First National Bank of Omaha			305.62
First National Bank of Omaha	FNBOBS 0658		475.80
Total First National Bank of Omaha			475.80
First National Bank of Omaha	EFF B Smith	Diapers for Mrs. Smith	35.21
First National Bank of Omaha	FNBOSF 6794		37.68
First National Bank of Omaha	Sam's Club LH	6th Grade Field Trip	31.46
Total First National Bank of Omaha			104.35
First National Bank Omaha	FNBOBE 7849	State FFA Meals	1,808.16
First National Bank Omaha	FNBOBE 7849-1		1,511.16
First National Bank Omaha	V*FNBOBE 7849	State FFA Meals	(1,808.16)
Total First National Bank Omaha			1,511.16
Grizzly Industrial Inc	70779301-1	B. Eisenhower Requisitions	915.00
Total Grizzly Industrial Inc			915.00
Gubbels, Heather	25 Class Composite	25 Class Composite	75.00
Total Gubbels, Heather			75.00
Hartington-Newcastle School	25 May JH Track	25 May JH Track	150.00
Total Hartington-Newcastle School			150.00
Hefner Hardware	53934	Greenhouse Supplies	15.82
Hefner Hardware	54384	Duct Tape for Track Tent	11.69
Total Hefner Hardware			27.51
Jensen Publishing, Inc.	Huskerland Prep 25	Huskerland Prep 25	25.00
Total Jensen Publishing, Inc.			25.00
Krispy Kreme	1340595	Krispy Kreme Fundraiser	2,445.75
Total Krispy Kreme			2,445.75
L & E LLC - Country Market	25 May 4800	25 May 4800	49.73
Total L & E LLC - Country Market			49.73
Legendary Graphics LLC	2597	Elementary Banner	32.00
Total Legendary Graphics LLC			32.00
Leigh Community Schools	25 District Golf	25 District Golf	75.00
Total Leigh Community Schools			75.00
LHNE Girls Basketball	25 GBB Camp	2025 Girls BB Camp	200.00

Vendor Name	Invoice Number	Description	Amount
Total LHNE Girls Basketball			200.00
Linn Post & Pipe, Inc	99180	500 1 1/4" Clips	275.00
Total Linn Post & Pipe, Inc			275.00
Little Cards Basketball	25 GBB Camp	25 GBB Camp	200.00
Total Little Cards Basketball			200.00
Meridian Decor & Event Design	438	Prom Decorating	2,500.00
Total Meridian Decor & Event Design			2,500.00
Meridian Public Schools	438	25 Prom	2,500.00
Meridian Public Schools	V*438	25 Prom	(2,500.00)
Total Meridian Public Schools			0.00
National FFA Organization	MDS354417	25 Degree Chains and Supplies	110.00
Total National FFA Organization			110.00
NCA	25-26 Membership BS		135.00
NCA	25-26 Membership JL	25-26 NCA Membership & Coaches Clinic	135.00
NCA	25-26 Memberships		735.00
Total NCA			1,005.00
NSAA	25-26 Membership	25-26 Membership	1,260.00
Total NSAA			1,260.00
Petty Cash	ECOC Field Trip	Field Trip Reimbursement	25.00
Petty Cash	Field Trip Reimburse	2025 Field Trip Reimbursement	25.00
Petty Cash	V*Field Trip Reimbur	2025 Field Trip Reimbursement	(25.00)
Total Petty Cash			25.00
Plainview Public Schools	25 District Track	25 District Track	100.00
Plainview Public Schools	25 May Track	25 May HS Track	150.00
Total Plainview Public Schools			250.00
Ponca High School	25 May Golf	25 May Golf	90.00
Total Ponca High School			90.00
Randolph Public Schools	25 May Golf	25 May Golf	60.00
Total Randolph Public Schools			60.00
Riddell//All American Sports Corp.	60534366	Side Decal	261.39
Riddell//All American Sports Corp.	952287364	Reconditioning of Helmets	1,300.55
Total Riddell//All American Sports Corp.			1,561.94
Shirt Space	7045921	Medium T-Shirt	9.75
Shirt Space	7056948	Elementary Shirts	20.19
Total Shirt Space			29.94
Spectator Blanket	13063	Bee Blankets	387.70
Total Spectator Blanket			387.70
Valentine Girls Basketball	25 GBB Camp	25 GBB Camp	735.00

Vendor Name	Invoice Number	Description	Amount
Total Valentine Girls Basketball			735.00
Verdigre Public Schools	25 May Golf	25 May Golf	50.00
Total Verdigre Public Schools			50.00
Walsworth Publishing Co	5-10415-01	2025 Yearbook - Second Deposit	1,787.08
Total Walsworth Publishing Co			1,787.08
West Holt FFA	25 Award Banquet	Award Plaques	290.30
Total West Holt FFA			290.30
Winners Circle	57388	Sports King & Queen	21.98
Total Winners Circle			21.98
Fund Number 05			22,672.65
Checking Account ID 3			22,672.65

Activity Fund Balance Report - Summary - Exclude Encumbrances
05/2025 - 05/2025
May 2025

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0108	Football	6,359.95	85.00	25.00	0.00	6,299.95
05 704 0109	Boys Basketball	1,580.20	335.00	0.00	0.00	1,245.20
05 704 0110	X-Country - Track	13,131.04	240.00	324.00	0.00	13,215.04
05 704 0111	Volleyball	2,292.09	60.00	0.00	0.00	2,232.09
05 704 0112	Golf	3,791.67	60.00	74.00	0.00	3,805.67
05 704 0124	Class of 2024	0.00	0.00	0.00	0.00	0.00
05 704 0125	Class of 2025	475.35	255.00	0.00	0.00	220.35
05 704 0126	Class of 2026	6,747.27	2,500.00	0.00	0.00	4,247.27
05 704 0127	Class of 2027	4,691.70	0.00	840.00	0.00	5,531.70
05 704 0128	Class of 2028	3,219.00	0.00	160.00	0.00	3,379.00
05 704 0129	Class of 2029	3,286.50	0.00	0.00	0.00	3,286.50
05 704 0130	Class of 2030	820.50	0.00	0.00	0.00	820.50
05 704 0201	Ag Lab	5,733.03	15.82	0.00	0.00	5,717.21
05 704 0203	Athletics	(2,148.06)	6,617.77	20,612.00	0.00	11,846.17
05 704 0204	Announcers Booth	7,095.25	0.00	0.00	0.00	7,095.25
05 704 0205	Girls Basketball	694.00	1,695.00	0.00	0.00	(1,001.00)
05 704 0206	Art	1,787.79	0.00	0.00	0.00	1,787.79
05 704 0207	Band	638.67	30.00	211.25	0.00	819.92
05 704 0208	Cheerleaders	2,387.69	0.00	0.00	0.00	2,387.69
05 704 0210	Contest Speech	(912.47)	60.00	0.00	0.00	(972.47)
05 704 0211	Drama	3,918.55	60.00	0.00	0.00	3,858.55
05 704 0212	Yearbook	7,918.80	1,787.08	1,075.00	0.00	7,206.72
05 704 0213	FCCLA	(2,602.41)	3,046.12	4,435.07	0.00	(1,213.46)
05 704 0214	Entrepreneur	11,549.07	987.91	1,763.00	0.00	12,324.16
05 704 0215	FFA	82,719.81	3,306.46	275.00	0.00	79,688.35
05 704 0216	EHA Wellness	1,017.51	0.00	0.00	0.00	1,017.51
05 704 0219	Bowling	2,497.60	60.00	0.00	0.00	2,437.60
05 704 0220	Musical Productions	1,290.30	0.00	156.00	0.00	1,446.30
05 704 0221	National Honor Society	2,965.23	0.00	0.00	0.00	2,965.23
05 704 0222	Spanish Club	928.20	0.00	0.00	0.00	928.20
05 704 0224	Prom	243.76	0.00	0.00	0.00	243.76
05 704 0225	Student Council	3,265.93	82.05	0.00	0.00	3,183.88
05 704 0226	Vocal Music	(1,440.64)	30.00	0.00	0.00	(1,470.64)
05 704 0227	Teens in the Drivers Seat	1,050.00	0.00	0.00	0.00	1,050.00
05 704 0301	Ele Flower Fund	405.03	35.21	0.00	0.00	369.82
05 704 0302	Ele Center Operating Council	3,989.15	193.62	0.00	0.00	3,795.53
05 704 0303	Ele Student Council	623.49	0.00	0.00	0.00	623.49

Activity Fund Balance Report - Summary - Exclude Encumbrances
05/2025 - 05/2025
May 2025

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0304	Ele Faculty Fund	76.02	0.00	0.00	0.00	76.02
05 704 0305	Grade School	1,954.22	48.99	6.40	0.00	1,911.63
05 704 0306	Student Needs	4,725.02	0.00	0.00	0.00	4,725.02
05 704 0308	Elementary Library Fund	1,399.13	0.00	1,500.00	0.00	2,899.13
05 704 0309	Weight Room	3,565.33	0.00	140.00	0.00	3,705.33
05 704 0401	Sec Flower Fund	2,124.73	0.00	0.00	0.00	2,124.73
05 704 0402	Secondary Faculty	4,004.37	38.19	0.00	0.00	3,966.18
Fund Total: 05		199,859.37	21,629.22	31,596.72	0.00	209,826.87

Bloomfield Community Schools Monthly Financial Report

Reconciled Cash Balances (May)		
FUND	2023-2024	2024-2025
General	\$1,423,715	\$2,015,293
Depreciation	\$42,320	\$15,511
Employee Benefit	\$50,458	\$50,818
Activity	\$287,680	\$269,363
Lunch	\$9,524	\$18,644
Cooperative	\$192,421	\$177,553
Building	\$276,459	\$675,252
QCPUF	\$106,304	\$201,479
FUNDS TOTAL	\$2,388,881.51	\$3,423,913

General Fund Expenses for May		
	2023-2024	2024-2025
GF Bills Payable	\$80,766	\$68,090
GF Payroll	\$383,355	\$381,135
Total	\$464,121	\$449,226

General Fund Receipts for May		
	2023-2024	2024-2025
Beginning Cash	\$499,362.72	\$856,135.25
State Aid	\$41,617.00	\$41,716.39
Other	\$52,313.00	\$1,466.00
Knox County	\$1,247,049.01	\$1,578,445.86
Cedar County	\$24,613.22	\$24,337.65
To Athletics	\$0.00	\$20,000.00
To Lunch	\$0.00	\$20,000.00
Total	\$1,864,954.95	\$2,542,101.15

2024-25 Budget		
FUND	Budget	Through May
General	\$5,767,877.00	\$3,730,667
Depreciation	\$166,854.00	\$0
Employee Benefit	\$70,492.00	\$0
Activity	\$606,795.00	\$191,834
Nutrition	\$326,514.00	\$248,247
Building	\$705,862.00	\$69,924
QCPUF	\$138,812.00	\$0
Cooperative	\$185,985.00	\$0
Student Fee	\$1,100.00	\$0
FUNDS TOTAL	\$7,970,291.00	\$4,240,672

OVERALL BUDGET USED: 53.2060%

GENERAL FUND			
REVENUE			
MONTH	2022-2023	2023-2024	2024-2025
September	\$914,380	\$757,730	\$767,899.88
October	\$69,153	\$195,805	\$306,279.18
November	\$97,188	\$307,103	\$120,701.00
December	\$58,626	\$420,057	\$461,469.00
January	\$972,508	\$554,574	\$746,642.00
February	\$484,590	\$783,905	\$1,233,267.29
March	\$123,777	\$168,923	\$241,774.44
April	\$404,026	\$606,428	\$314,990.70
May	\$817,784	\$1,337,153	\$1,648,121.67
June		\$257,722	
July		\$76,751	
August		\$68,434	
Running Total	\$3,942,031	\$5,534,585	\$5,841,145.16
EXPENSES			
MONTH	2022-2023	2023-2024	2024-2025
September	\$370,585	\$427,858	\$422,021.20
October	\$413,658	\$407,262	\$535,995.00
November	\$503,971	\$559,975	\$475,907.00
December	\$353,432	\$426,916	\$467,121.00
January	\$408,088	\$368,978	\$426,781.00
February	\$385,649	\$388,288	\$495,997.10
March	\$460,139	\$438,936	\$460,395.17
April	\$402,817	\$441,680	\$449,225.56
May	\$380,797	\$464,121	\$488,764.57
June		\$419,082	
July		\$415,524	
August		\$504,234	
Month Total			
Running Total		\$5,262,854	\$4,222,207.60
Annual budget			\$5,767,877.00
Percent Spent			73.20%

SCHOOL LUNCH REPORT FOR

May-25

BEGINNING BALANCE OF MONTH:

\$ 9,691.47

MONEY RECEIVED:

Sale of Lunches:	\$ 7,636.39
State Reimbursement:	\$ 10,386.17
Federal Reimbursement:	
Loans/Transfer from GF:	\$ 20,000.00
Other:	\$ 284.31

TOTAL MONEY RECEIVED

\$ 38,306.87

TOTAL MONEY ON HAND:

\$ 47,998.34

MONEY DISBURSED:

Food:	\$ 11,970.59
Salaries:	\$ 10,053.70
Fixed Charges:	\$ 5,003.62
Equipment:	\$ 322.14
Repay Loan:	
Other:	\$ 3,408.61

TOTAL MONEY DISBURSED:

\$ 30,758.66

BALANCE AT CLOSE OF MONTH:

\$ 17,239.68

BILLS DUE:

REIMBURSEMENT DUE:

May

\$ 6,139.13

BALANCE-ESTIMATED:

\$ 23,378.81

SUMMARY OF SCHOOL LUNCHES

Number of meals served during month:	
Total meals served:	2268
Average number served per d	189
Average cost per meal:	0

Children	1982	Adults	286
Number of days meals were served		12	
Total cost of meals during month:			

Menu Analysis	
Salaries & Fixed Charges	15057.32
Other	3408.61
	18465.93

SUMMARY OF SCHOOL BREAKFASTS

Number of meals served during month:	Children <u>814</u>	Adults <u>60</u>
Total meals served:	<u>1361</u>	
Average number served per d	<u>113.41666</u>	Number of days meals were served <u>12</u>
Average cost per meal:	<u>0</u>	Total cost of meals during month: <u></u>

Reimbursement:

Breakfast

	4,721.52
Lunch	<u>1,417.61</u>
Total	<u>6,139.13</u>

2024 - 2025 SNP Claim Month Details

540586 Status: Active

Bloomfield School

DBA:

504 S. McNamara

Bloomfield, NE 68718-2079

Claim Month: May 2025

Claim Items	Adj Number	Date Received	Date Accepted	Date Processed	Earned Amount	Status
View Modify Summary	0	05/27/2025	05/27/2025		\$6,139.13	Accepted
Total Earned					\$6,139.13	

$$\begin{array}{rclclcl}
 & HS & Elem. & & & & \\
 \frac{ADA}{ENR} & \frac{119}{119} & \frac{139}{146} & = & \frac{258}{265} & = & 95\%
 \end{array}$$

**School Nutrition Programs
Claim Month Details for May 2025**

540586 Status: Active
Bloomfield School
 DBA:
 504 S. McNamara
 Bloomfield, NE 68718-2079

Month/Year Claimed	Adjustment Number	Date Received	Date Accepted	Date Processed	Reason Code
May 2025	0	05/27/2025	05/27/2025		Original

Sponsor Totals

Meal Type	Meals/Supplements Served	Federal Rate	Reimbursement Federal Amount
National School Lunch Program			
Free	703	4.4300	3,114.29
Reduced	247	4.0300	995.41
Paid	1,032	0.4200	433.44
Total	1,982		4,543.14
Performance-Based Reimbursement (Lunch)			
Claimed	1,982	0.0900	178.38
Adjusted	0	0.0900	0.00
Total	1,982		178.38
School Breakfast Program Severe Need			
Free	349	2.8400	991.16
Reduced	114	2.5400	289.56
Paid	351	0.3900	136.89
Total	814		1,417.61

Claim Reimbursement Total	6,139.13
----------------------------------	-----------------

Certification

☐ By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Breakfast
Lunch

4721.52
1417.61

6139.13

2024 - 2025 SNP Site Claim Report

540586 Status: Active
Bloomfield School
 504 S. McNamara
 Bloomfield, NE 68718-2079

0001 Status: Active
BLOOMFIELD SCHOOL
 504 S. McNamara St.
 Bloomfield, NE 68718

Month/Year Claimed	Adjustment Number	Date Received	Date Accepted	Date Processed	Reason Code
May 2025	0	05/27/2025	05/27/2025		Original

School Nutrition Program General Information

G1. Number of Children Approved for Free Meals:	96
G2. Number of Children Approved for Reduced Price Meals:	37
G3. Number of Children Approved for Paid Meals:	154
G4. Number of Enrolled Children:	287
G5. Attendance Factor Percentage:	88.2

National School Lunch Program

L1. Number Operating Days:	12
L2. Average Daily Attendance:	253
L3. Reimbursable Lunches Served	
a. Free Lunches Served:	703
b. Reduced Price Lunches Served:	247
c. Paid Lunches Served:	1,032
d. Total Lunches Served (a + b + c):	1,982

School Breakfast Program (Severe Need Reimbursement)

N1. Number Operating Days:	12
N2. Average Daily Attendance:	253
N3. Reimbursable Breakfasts Served	
a. Free Breakfasts Served:	349
b. Reduced Price Breakfasts Served:	114
c. Paid Breakfasts Served:	351
d. Total Breakfasts Served (a + b + c):	814

Created By: heatherg on: 5/27/2025 10:55:09 AM Modified By: heatherg on: 5/27/2025 10:56:55 AM

Attachment J: Revised 5/1/07.

Month / Year Nov 2025
Feeding site Bowfield

The number of meals claimed by category **CANNOT** exceed the figures reported on lines E, F or G on any given day. If the number of meals claimed by category exceeds the figures on lines H, I or J on any given day, those meal counts **MUST** be circled above and the reason for the discrepancy **MUST** be documented either at the bottom or on the back of this page.

*Students who change categories during the month should be included in both categories.
Retain this record at school for three years.

Attendance Factor (D)	Highest # of Students Approved for the Month	Attendance Adjusted Eligible
.92	26	24
.93	27	26
.92	24	17

*On this calculation, round any decimal to the next whole number.
(Example: 21.35 would round up to 22)

Meal Count Listing: Lunch

05/01/2025 - 05/16/2025

District Office

Date	Students							Adults				Total		
	Free	Reduced	Paid	Guest	Exmt	Ernd	Additional	Total	Faculty	Guest	Ernd		Additional	Total
05/01/2025	63 [96]	21 [37]	111 [154]	0	0 [0]	0	0	195 [287]	9	4	14	0	27	222
05/02/2025	67 [96]	25 [37]	89 [154]	0	0 [0]	0	0	181 [287]	6	0	16	0	22	203
05/05/2025	61 [96]	26 [37]	108 [154]	0	0 [0]	0	0	195 [287]	2	1	9	0	12	207
05/06/2025	65 [94]	19 [37]	91 [154]	0	0 [0]	0	0	175 [285]	5	0	12	0	17	192
05/07/2025	56 [94]	17 [37]	78 [154]	0	0 [0]	0	6	157 [285]	8	1	16	0	25	182
05/08/2025	62 [94]	23 [37]	98 [154]	0	0 [0]	0	1	184 [285]	11	1	14	0	26	210
05/09/2025	61 [94]	22 [37]	70 [154]	0	0 [0]	0	0	153 [285]	11	0	18	0	29	182
05/12/2025	54 [94]	19 [37]	69 [154]	0	0 [0]	0	0	142 [285]	5	1	12	0	18	160
05/13/2025	61 [94]	23 [37]	90 [154]	0	0 [0]	0	0	174 [285]	6	29	16	1	52	226
05/14/2025	56 [94]	19 [37]	82 [154]	0	0 [0]	0	1	158 [285]	8	1	16	0	25	183
05/15/2025	71 [94]	23 [37]	101 [154]	0	0 [0]	0	0	195 [285]	8	1	16	0	25	220
05/16/2025	26 [94]	10 [37]	45 [154]	0	0 [0]	0	0	81 [285]	1	1	7	0	9	90
Totals	703	247	1032	0	0	0	8	1990	80	40	166	1	287	2277

The total number of eligible students in each of the four categories Free, Reduced, Paid and Exempt are displayed in [brackets in the applicable columns. Students classified as Free - Direct Certified or Temporary are counted in the Free column.

The Additional column shows the number of 2nd meals served. (Note that if any additional or earned meals were served, the total number of meals served may exceed the total number of eligible students.)

A la carte meals are not included on this report.

Meal Count Listing: Breakfast

05/01/2025 - 05/16/2025

District Office

Date	Students							Adults				Total		
	Free	Reduced	Paid	Guest	Exmt	Ernd	Additional	Total	Faculty	Guest	Ernd		Additional	Total
05/01/2025	35 [96]	9 [37]	31 [154]	0	0 [0]	0	0	75 [287]	2	0	3	0	5	80
05/02/2025	34 [96]	9 [37]	32 [154]	0	0 [0]	0	0	75 [287]	1	0	4	0	5	80
05/05/2025	38 [96]	13 [37]	34 [154]	0	0 [0]	0	0	85 [287]	0	0	3	0	3	88
05/06/2025	27 [94]	12 [37]	41 [154]	0	0 [0]	0	0	80 [285]	0	0	4	0	4	84
05/07/2025	30 [94]	10 [37]	33 [154]	0	0 [0]	0	0	73 [285]	1	0	4	0	5	78
05/08/2025	32 [94]	9 [37]	31 [154]	0	0 [0]	0	0	72 [285]	1	0	4	0	5	77
05/09/2025	39 [94]	10 [37]	33 [154]	0	0 [0]	0	0	82 [285]	1	0	5	0	6	88
05/12/2025	22 [94]	9 [37]	25 [154]	0	0 [0]	0	0	56 [285]	3	0	4	0	7	63
05/13/2025	23 [94]	10 [37]	22 [154]	0	0 [0]	0	0	55 [285]	2	0	4	0	6	61
05/14/2025	28 [94]	11 [37]	34 [154]	0	0 [0]	0	0	73 [285]	1	0	4	0	5	78
05/15/2025	30 [94]	8 [37]	28 [154]	0	0 [0]	0	0	66 [285]	0	0	5	0	5	71
05/16/2025	11 [94]	4 [37]	7 [154]	0	0 [0]	0	0	22 [285]	0	0	4	0	4	26
Totals	349	114	351	0	0	0	0	814	12	0	48	0	60	874

The total number of eligible students in each of the four categories Free, Reduced, Paid and Exempt are displayed in [brackets in the applicable columns. Students classified as Free - Direct Certified or Temporary are counted in the Free column.

The Additional column shows the number of 2nd meals served. (Note that if any additional or earned meals were served, the total number of meals served may exceed the total number of eligible students.)

A la carte meals are not included on this report.

Fund: 06 Lunch Fund

Activity Fund Balance Report - Account - Exclude Encumbrances
05/2025 - 05/2025

Chart of Account Number	Chart of Account Description	*Previous Balance	Expenses	Revenues	Balance Change	Balance
06 704	FUND BALANCE					9,691.47
06 704	FUND BALANCE					
06 1510	Interest		0.00	0.00	0.00	
06 1611	F/R Lunches		0.00	9.07	0.00	
06 1620	Sale of Lunches - not reimbursable		0.00	1,192.59	0.00	
06 1630	Other Receipts		0.00	6,443.80	0.00	
06 1990	Other Local Receipts		0.00	250.24	0.00	
06 3150	State Reimbursement		0.00	25.00	0.00	
06 5200	Transfers From General Fund		0.00	10,386.17	0.00	
06 3100 110 000 0 000	REGULAR SALARIES/Non Instructional		10,029.44	20,000.00	0.00	
06 3100 130 000 0 000	OT Salaries paid to Non Instructional		24.26	0.00	0.00	
06 3100 210 000 0 000	Group Insurance-Non Instructional		3,282.88	0.00	0.00	
06 3100 220 000 0 000	Social Security-Non Instructional		769.11	0.00	0.00	
06 3100 230 000 0 000	Retirement Contributions-Non Instructional		708.37	0.00	0.00	
06 3100 237 000 0 000	Increased Retirement Cont.		243.26	0.00	0.00	
06 3100 350 000 0 000	Technical Services - over head inspection & repairs,		1,941.07	0.00	0.00	
06 3100 610 000 0 000	Supplies		1,122.30	0.00	0.00	
06 3100 630 000 0 000	Food		11,970.59	0.00	0.00	
06 3100 731 000 0 000	Machinery - temperature probe		322.14	0.00	0.00	
06 3100 890 000 0 000	Other - ceiling fan switch		345.24	0.00	0.00	
06 704	FUND BALANCE					
			10,053.70	5003.62		
			30,758.66	38,306.87	0.00	7,548.21
			30,758.66	38,306.87	0.00	17,239.68
						17,239.68

[illegible]

Personnel - All EmployeesProfessional Boundaries Between Employees and Students

All employees must observe and maintain professional boundaries between themselves and students. Violation of professional boundaries will be regarded as misconduct and may result in disciplinary action.

The following non-exclusive list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- Using e-mail, text messaging, instant messaging, or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport, club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- Engaging in social networking friendships or communications with a student on social networking sites. Material that employees post on social networks that are publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children. Employees shall not friend, communicate with, or follow students on social networking sites.
- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance - verbal, written, or physical - towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- The employee initiates hugging or other physical contact with a student when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated by other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with the student the employee's problems that would normally be discussed with

adults (e.g., marital or dating issues).

- Giving a student a ride in the employee's personal vehicle without the express permission of the student's parent or school administrator, unless another adult is in the vehicle.
- Taking a student on an outing without obtaining prior express permission from the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and the school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.
- Discussing alcohol, tobacco, or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended.
- Discussing another student's or employee's personal matters when it is not appropriate outside of the instructional setting.
- "Grooming," which includes building trust with a student and individuals close to the student to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of family relationships between employees and their children who are students in the District. If a staff member seeking an exception cannot communicate with an administrator in advance (such as in an emergency), he or she must receive advance approval from his or her administrator. In that case, the staff member must notify the administrator as soon as possible, but not later than 24 hours immediately following the event.

Any person who suspects a District employee of engaging in prohibited conduct under this policy, including grooming, should contact the Superintendent immediately.

An employee who violates this policy may face discipline, up to and including termination of employment, and may be referred to the appropriate certification or credentialing agencies for further discipline.

A violation of this policy will result in referral to the Department of Health and Human Services, law enforcement, or both.

Legal Reference: Neb. Rev. Stat. 79-879

Date of Adoption: Oct. 21, 2024

Reviewed: April 7, 2025

Revised: April 7, 2025

Approved: April 21, 2025

StudentsAnti-Bullying Policy

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

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

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

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

Legal Reference: Neb. Rev. Stat. Sec. 79-2,137
 Student Discipline Act, Neb. Rev. Stat. Sections 79-254 to 79-296
 NDE February 2003 State Board Action; Reaffirmed December 2005

Date of Adoption: Oct. 21, 2024
Reviewed: Dec. 6, 2024
Revised: Dec. 6, 2024
Approved: Dec. 16, 2024

FORMS FOR HEALTH RELATED ADMISSION REQUIREMENTS

1. Notice of Requirements for Student Admission—Birth Certificate, Immunization, Physical Examination and Visual Evaluation
2. Immunization—Affidavit of Refusal—For Reason of Religious Conflict
3. Immunization—Affidavit of Refusal—For Reason of Religious Conflict (Alternative: HHS Form)
4. Immunization—Affidavit of Refusal—For Medical Reason (HHS Form)
5. Immunization—Medical Documentation of Varicella (Chickenpox) Disease (HHS Form)
6. Physical Examination or Visual Evaluation—Parent Objection Form
7. Waiver of Physical Examination/Visual Evaluation Requirement (HHS Form)
- ~~8. HHS Summary of the School Immunization Rules and Regulations 2019-2020~~
- 9.8. Affidavit (For Child to Enroll Early in Kindergarten)
- 10.9. Request for Non-disclosure of High School Personal Information to Institutions of Higher Education and Military Recruiters
- 11.10. Section 9528. Armed Forces Recruiter Access to Students and Student Recruiting Information

**NOTICE OF REQUIREMENTS FOR STUDENT ADMISSION—
BIRTH CERTIFICATE, IMMUNIZATION, PHYSICAL EXAMINATION
AND VISUAL EVALUATION**

Nebraska law requires that the parents or legal guardian furnish the following documents as a condition of admission to school:

1. A certified copy of the student's birth certificate issued by the state in which the child was born, prior to admission of a child for the first time. Other reliable proof of the child's identity and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
2. Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
3. Evidence of a visual evaluation (for school year 2019-2020 and each school year thereafter) by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
4. Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox) and Haemophilus Influenzae type b (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement refusing immunization or meets other exceptions established by law (refer to Health and Human Services regulations, 173 NAC 3).
5. On and after July 1, 2010, every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

Forms to submit objections are available from the school.

The following information is provided to assist a parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify: Information about free or reduced-cost visual evaluations may be obtained from the Nebraska Foundation for Children's Vision (NFCV), nechildrensvision.org, 1633 Normandy Court, Suite A, Lincoln, NE 68512—Fax 402-476-6547—Phone 402-474-7716. To identify a participating SEE TO LEARN doctor nearest you, call 1-800-960-3937. For assistance from VISION USA call 1-800-766-4466. In addition, Lions Clubs throughout Nebraska are committed to assisting disadvantaged families by sponsoring eye exams and eyewear. NOA member doctors will provide eye exams at no cost if no other resources are available.

**AFFIDAVIT OF REFUSAL OF IMMUNIZATION--
FOR REASON OF RELIGIOUS CONFLICT
(For School Admission)**

The undersigned, being first duly sworn, states upon oath as follows

This affidavit is submitted for the following child: _____.

I state that I am submitting this affidavit in the position of (*initial* as appropriate):

_____ Self, as I am the child and I am of the age of majority
 _____ As a legally authorized representative of the child based on (insert description of
 legal authority; e.g., parent or legal guardian):

I understand that state law requires that the child be protected by immunization against certain contagious diseases prior to enrollment in school. I hereby swear and affirm that such immunization requirements (*initial* as applicable):

_____ Conflict with the tenets and practice of a recognized religious denomination of
 which the child is an adherent or member; or
 _____ Conflict with the personal and sincerely followed religious beliefs of the child.

I will not hold [Name] Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain immunization for the child.

IN WITNESS WHEREOF, this affidavit is signed and acknowledged this ____ day of _____, 20__.

Affiant

STATE OF NEBRASKA)
)
COUNTY OF _____) **ss.**

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.

Notary Public

[Legal Reference: Neb. Rev. Stat. sections 79-217 and 79-221; HHS Regulation 173 NAC 3]

AFFIDAVIT
Refusal of Immunization of Student for Religious Reasons

State of Nebraska

ss.

County of

This Affidavit is being submitted on behalf of

(Name of Student)

(Birthdate of Student)

If the student is of the age of majority:

I, _____, of lawful age and being first duly sworn,
(Name of Affiant/Student)
depone and state as follows:

Immunization conflicts with the tenets and practice of a recognized religious denomination of which I am an adherent or member or immunization conflicts with my personal and sincerely followed religious beliefs.

If the student is a minor:

I, _____, as legally authorized representative of
(Name of Affiant)

, of lawful age and being first duly sworn,
(Name of Student)
depone, and state as follows:

Immunization conflicts with the religious tenets and practice of a recognized religious denomination of which the student is an adherent or member or immunization conflicts with the student's personal and sincerely followed religious beliefs.

(Signature of Affiant)

SUBSCRIBED AND SWORN to before me this _____ day of _____

Notary Public

**REFUSAL OF IMMUNIZATION
For Medical Reasons**

As the physician of:

Child's Last Name	First Name	Age
Birth Date	School	Grade

A. I have elected to not immunize this student against the following disease(s): (check box*)

- ☐ Diphtheria
- ☐ Tetanus
- ☐ Pertussis
- ☐ Polio
- ☐ Measles (Rubeola)
- ☐ Mumps
- ☐ Rubella (German Measles)
- ☐ Hepatitis B
- ☐ Varicella (chickenpox)

In my opinion, this/these immunization(s) would be injurious to the health and well-being of

- ☐ The student
- ☐ A member of the student's household or family

Comments _____

Signature of Physician	Date
------------------------	------

* Each disease for which a vaccine has not been administered must be checked. Parent / guardian must submit dates of immunization for all other diseases.

Printed from the Nebraska Health and Human Services System Web site. www.hhs.state.ne.us

Documentation of Varicella (Chickenpox) Disease

(To be filled out by the parent, guardian, or medical provider of the child/student)

This document is being submitted on behalf of:

(Name of child/student)

(Birth date of child/student)

I _____ verify that the above listed child/student
Parent/Guardian/Medical Provider

had the varicella disease in _____ (year).

(Signature of parent/guardian/medical provider)

**PARENT OBJECTION TO
PHYSICAL EXAMINATION OR VISUAL EVALUATION
(For School Admission)**

I am the parent or guardian of the following children who are enrolling in the beginner grade or seventh grade in [Name] Public Schools, or who are transferring from out of state into any grade in [Name] Public Schools:

Child No. 1: _____

Child No. 2: _____

I understand that state law requires that the school be provided with: (1) evidence of a physical examination by a physician, physician's assistant, or nurse practitioner and (2) a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist. The physical examination and visual evaluation is required to be completed within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. No such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing.

I hereby object in writing to the:

_____ physical examination

_____ visual evaluation

(check one or both)

for the above named child(ren). I will not hold [Name] Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain a physical examination or visual evaluation for the above named child(ren).

Dated this ____ day of _____, 20__.

Parent or Guardian

[Legal Reference: Neb. Rev. Stat. sections 79-214(3) and 79-220]



Department of Health and Human Services

Waiver of Physical Examination/Visual Evaluation Requirement

School Name (if desired) _____

Note to Parent/Guardian: please complete and return to the school health office if you wish to have your child waived from these requirements as allowed by Nebraska law. If you have questions, please contact the school nurse or the school office. Thank you.

As a Parent/Guardian of - Student Name	Student ID#
School Name	Grade

I object to the following requirements for school entry as legislated in Nebraska Revised Statutes 79-214 and 79-220.

Check which apply:

- ☐ Physical examination by a licensed physician, physician assistant or advance nurse practitioner within six months prior to school entry. *(Applies to: Kindergarten or beginner grade, out of state transfers to any grade, and seventh grade).*
- ☐ Visual evaluation by a licensed physician, physician assistant, advanced nurse practitioner, or vision professional (optometrist or ophthalmologist) within six months prior to school entry. *(Applies to: Kindergarten or entry grade and out of state transfer to any grade).*

I understand that I may request information to assist me in receiving information about reduced-cost vision examination as required by NRS 79-220.

I understand provisions in the law allow me to waive the requirement for this examination by my signed statement.

SIGN HERE _____

Signature of Parent/Guardian

Date

Comments: _____

Summary of the School Immunization Rules and Regulations

Student Age Group	Required Vaccines
Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine 3 doses of Polio vaccine 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age 3 doses of pediatric Hepatitis B vaccine 1 dose of MMR or MMRV given on or after 12 months of age 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age
Students entering school (Kindergarten or 1 st Grade depending on the school district's entering grade)	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4th birthday 3 doses of Polio vaccine 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.
Students entering 7 th grade	Must be current with the above vaccinations AND receive 1 dose of Tdap (contain Pertussis booster)
Students transferring from outside the state at any grade	Must be immunized appropriately according to the grade entered.

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet: http://dhhs.ne.gov/Pages/reg_t173.aspx (Title 173: Control of Communicable Diseases—Chapter 3; revised and implemented 2011)
Updated 01/26/2018

AFFIDAVIT
(For Child to Enroll Early in Kindergarten)

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of _____ (Child's name). The Child's date of birth is _____. The Child will reach the age of five years on or after August 1 and on or before October 15 of the current school year.

I elect to enroll the Child this school year and hereby affirm (check or initial appropriate provision for early enrollment):

_____ the Child attended kindergarten in another jurisdiction in the current school year; or

_____ the family anticipates relocation to another jurisdiction that would allow admission within the current year; or

_____ the Child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the board.

IN WITNESS WHEREOF, this affidavit is signed and acknowledged this ____ day of _____, 20__.

 Parent or Guardian

STATE OF NEBRASKA)
)
COUNTY OF _____) **ss.**

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.

 Notary Public

**Request For Non-disclosure of
High School Student Personal Information
To Institutions of Higher Education or Military Recruiters**

I hereby request that the name, address, and telephone listing of _____ (name of student), a high school student at [Name] Public Schools, not be released without prior parental consent to:

_____ institutions of higher education

_____ military recruiters

(check one, both, or none)

Signed by: ____ Student ____ Parent (Check One)

_____ Signature/Date

_____ Print Name

_____ Address

_____ City/State/Zip Code

Note to students/parents: This certificate can be signed by either student or a parent. The provision of this form does not reflect the position of [Name] Public Schools that the request for non-disclosure should or should not be made.

“SEC. 9528. ARMED FORCES RECRUITER ACCESS TO STUDENTS AND STUDENT RECRUITING INFORMATION.

“(a) POLICY.—

“(1) ACCESS TO STUDENT RECRUITING INFORMATION.—Notwithstanding section 444(a)(5)(B) of the General Education Provisions Act and except as provided in paragraph (2), each local educational agency receiving assistance under this Act shall provide, on a request made by military recruiters or an institution of higher education, access to secondary school students names, addresses, and telephone listings.

“(2) CONSENT.—A secondary school student or the parent of the student may request that the student’s name, address, and telephone listing described in paragraph (1) not be released without prior written parental consent, and the local educational agency or private school shall notify parents of the option to make a request and shall comply with any request.

“(3) SAME ACCESS TO STUDENTS.—Each local educational agency receiving assistance under this Act shall provide military recruiters the same access to secondary school students as is provided generally to post secondary educational institutions or to prospective employers of those students.

20 USC 7908.

InstructionCombined District and School Title I Parent and Family Engagement Policy

Bloomfield Community Schools intends to follow the Title I Parent and Family Engagement Policy guidelines in accordance with federal law, *Section 1116(a-f) ESSA (Every Student Succeeds Act) of 2015*.

In General

The written District parent and family engagement policy has been developed jointly with, updated periodically and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below.

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members with limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority backgrounds, or are migratory children. Information related to school and parent programs, meetings, school reports, and other activities is sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in planning, reviewing, evaluating, and improving the Title I program, Parent and Family Engagement Policy, and the School-Parent Compact at an annual parent meeting at a convenient time. This would include planning and implementing effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format. When feasible, in a language the parents and family members can understand.
- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents, in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in their children's education.

Legal Authorities: 20 U.S.C. Sections 6318 and 7801(32)

Date of Adoption: Oct. 21, 2024

Reviewed: January 6, 2025

Revised: January 6, 2025

Approved: January 13, 2025

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

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

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

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

B. Preventing Harassment and Discrimination of Employees and Students.

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

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

- a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical

condition, sexual orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

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

Sexual harassment may exist when:

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

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

2. **Procedures:**

- a. Employees or students should initially report all instances of suspected discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, the complaint should be reported to the Superintendent of [Name] Public Schools.

- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be sent to the Board of Education.
- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

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

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

4. Confidentiality:

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

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

5. Training:

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

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

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

7. Preventive Measures:

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

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

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

Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;

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

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

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

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

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

Date of Adoption: [Insert Date]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

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

her appeal. The Board or Committee of the Board of Education may, in its discretion, issue a written determination about the appeal. The Board or a Committee of the Board may, in the alternative, vote on the appeal and send the party the outcome of the vote. The party who filed the appeal will be sent the Board's determination. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Confidentiality:

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

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

5. Training:

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

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

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

7. Preventive Measures:

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

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

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.
 Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;
 Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.
 Section 504 of the Rehabilitation Act of 1973 (Section 504)
 Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)

Uniform Service Employment and Reemployment Rights Act (USERRA),
38 U.S.C. Sec. 4301 et seq.
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

Complaint Form Discrimination, Harassment or Retaliation

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

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

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

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

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

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

_____.

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

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

_____.

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

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

Received by: _____

Signature: _____

Date: _____

Complaint Form
Discrimination, Harassment or Retaliation

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

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Name: _____ Date: _____

(1) Description of the complaint: _____

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Received by: _____ Signature: _____
Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within five (5) working days after receiving the decision. The Superintendent will review the appeal and the

investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal within ten (10) working days after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):

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

4. Confidentiality:

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

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

5. Training:

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

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

7. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further

information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

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

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

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

iii. Level 3 (Appeal to the Board):

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

4. Confidentiality:

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

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

5. Training:

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

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

7. Preventive Measures:

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

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events

such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

Notice of Nondiscrimination

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

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

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

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

Notice of Nondiscrimination

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

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

Complaint Form Discrimination, Harassment or Retaliation

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

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

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

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

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

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

_____.

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

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

_____.

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

_____.

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

Received by: _____

Signature: _____

Date: _____

Complaint Form
Discrimination, Harassment or Retaliation

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

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Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

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_____.

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

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

Received by: _____

Signature: _____

Date: _____

StudentsAdmission RequirementsMinimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School Board shall admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the Board.

Early Admission to Kindergarten:

The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approved and shall be made available to interested persons:

Early kindergarten enrollment exceptions may be made for younger children who are intellectually advanced. At a minimum, eligibility for the admission shall be based upon an analysis of the child's: (1) mental ability, (2) emotional/social development, (3) pre academic skills, and (4) fine motor skills.

The kindergarten early entrance assessment procedures are designed to identify and place in kindergarten those children who:

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

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

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

Parents must fill out the early entrance application forms, which include a parent questionnaire.

The assessment request and parent questionnaire must be completed and returned to the District no later than July 1st before fall enrollment to allow summer assessment to be completed.

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

Admission to First Grade:

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

Graduates:

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

Age 21:

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

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

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

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

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

Enrollment of Expelled Students

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

Military Families

If a parent presents evidence to the District of military orders that the military family will be stationed in the State of Nebraska during the current or following school year, and the parent resides in or is stationed on federally owned property within the boundaries of the District, the District will enroll preliminarily the parent's students, including any such student that has an Individualized Education Plan, a 504 Plan, or otherwise receives special education services.

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

Date of Adoption: [Insert Date]

FORMS FOR HEALTH RELATED ADMISSION REQUIREMENTS

1. Notice of Requirements for Student Admission—Birth Certificate, Immunization, Physical Examination and Visual Evaluation
2. Immunization—Affidavit of Refusal—For Reason of Religious Conflict
3. Immunization—Affidavit of Refusal—For Reason of Religious Conflict (Alternative: HHS Form)
4. Immunization—Affidavit of Refusal—For Medical Reason (HHS Form)
5. Immunization—Medical Documentation of Varicella (Chickenpox) Disease (HHS Form)
6. Physical Examination or Visual Evaluation—Parent Objection Form
7. Waiver of Physical Examination/Visual Evaluation Requirement (HHS Form)
- ~~8. HHS Summary of the School Immunization Rules and Regulations 2019-2020~~
- 9.8. Affidavit (For Child to Enroll Early in Kindergarten)
- 10.9. Request for Non-disclosure of High School Personal Information to Institutions of Higher Education and Military Recruiters
- 11.10. Section 9528. Armed Forces Recruiter Access to Students and Student Recruiting Information

**NOTICE OF REQUIREMENTS FOR STUDENT ADMISSION—
BIRTH CERTIFICATE, IMMUNIZATION, PHYSICAL EXAMINATION
AND VISUAL EVALUATION**

Nebraska law requires that the parents or legal guardian furnish the following documents as a condition of admission to school:

1. A certified copy of the student's birth certificate issued by the state in which the child was born, prior to admission of a child for the first time. Other reliable proof of the child's identity and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
2. Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
3. Evidence of a visual evaluation (for school year 2019-2020 and each school year thereafter) by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
4. Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox) and Haemophilus Influenzae type b (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement refusing immunization or meets other exceptions established by law (refer to Health and Human Services regulations, 173 NAC 3).
5. On and after July 1, 2010, every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

Forms to submit objections are available from the school.

The following information is provided to assist a parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify: Information about free or reduced-cost visual evaluations may be obtained from the Nebraska Foundation for Children's Vision (NFCV), nechildrensvision.org, 1633 Normandy Court, Suite A, Lincoln, NE 68512—Fax 402-476-6547—Phone 402-474-7716. To identify a participating SEE TO LEARN doctor nearest you, call 1-800-960-3937. For assistance from VISION USA call 1-800-766-4466. In addition, Lions Clubs throughout Nebraska are committed to assisting disadvantaged families by sponsoring eye exams and eyewear. NOA member doctors will provide eye exams at no cost if no other resources are available.

**AFFIDAVIT OF REFUSAL OF IMMUNIZATION--
FOR REASON OF RELIGIOUS CONFLICT
(For School Admission)**

The undersigned, being first duly sworn, states upon oath as follows

This affidavit is submitted for the following child: _____.

I state that I am submitting this affidavit in the position of (*initial* as appropriate):

_____ Self, as I am the child and I am of the age of majority
 _____ As a legally authorized representative of the child based on (insert description of
 legal authority; e.g., parent or legal guardian):

I understand that state law requires that the child be protected by immunization against certain contagious diseases prior to enrollment in school. I hereby swear and affirm that such immunization requirements (*initial* as applicable):

_____ Conflict with the tenets and practice of a recognized religious denomination of
 which the child is an adherent or member; or
 _____ Conflict with the personal and sincerely followed religious beliefs of the child.

I will not hold [Name] Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain immunization for the child.

IN WITNESS WHEREOF, this affidavit is signed and acknowledged this ____ day of _____, 20__.

Affiant

STATE OF NEBRASKA)
)
COUNTY OF _____) **ss.**

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.

Notary Public

[Legal Reference: Neb. Rev. Stat. sections 79-217 and 79-221; HHS Regulation 173 NAC 3]

AFFIDAVIT
Refusal of Immunization of Student for Religious Reasons

State of Nebraska

ss.

County of

This Affidavit is being submitted on behalf of

(Name of Student)

(Birthdate of Student)

If the student is of the age of majority:

I, _____, of lawful age and being first duly sworn,
(Name of Affiant/Student)
depose and state as follows:

Immunization conflicts with the tenets and practice of a recognized religious denomination of which I am an adherent or member or immunization conflicts with my personal and sincerely followed religious beliefs.

If the student is a minor:

I, _____, as legally authorized representative of
(Name of Affiant)

, of lawful age and being first duly sworn,
(Name of Student)
depose, and state as follows:

Immunization conflicts with the religious tenets and practice of a recognized religious denomination of which the student is an adherent or member or immunization conflicts with the student's personal and sincerely followed religious beliefs.

(Signature of Affiant)

SUBSCRIBED AND SWORN to before me this _____ day of _____

Notary Public

**REFUSAL OF IMMUNIZATION
For Medical Reasons**

As the physician of:

Child's Last Name	First Name	Age
Birth Date	School	Grade

A. I have elected to not immunize this student against the following disease(s): (check box*)

- ☐ Diphtheria
- ☐ Tetanus
- ☐ Pertussis
- ☐ Polio
- ☐ Measles (Rubeola)
- ☐ Mumps
- ☐ Rubella (German Measles)
- ☐ Hepatitis B
- ☐ Varicella (chickenpox)

In my opinion, this/these immunization(s) would be injurious to the health and well-being of

- ☐ The student
- ☐ A member of the student's household or family

Comments _____

Signature of Physician Date

* Each disease for which a vaccine has not been administered must be checked. Parent / guardian must submit dates of immunization for all other diseases.

Printed from the Nebraska Health and Human Services System Web site. www.hhs.state.ne.us

Documentation of Varicella (Chickenpox) Disease

(To be filled out by the parent, guardian, or medical provider of the child/student)

This document is being submitted on behalf of:

(Name of child/student)

(Birth date of child/student)

I _____ verify that the above listed child/student
Parent/Guardian/Medical Provider

had the varicella disease in _____ (year).

(Signature of parent/guardian/medical provider)

**PARENT OBJECTION TO
PHYSICAL EXAMINATION OR VISUAL EVALUATION
(For School Admission)**

I am the parent or guardian of the following children who are enrolling in the beginner grade or seventh grade in [Name] Public Schools, or who are transferring from out of state into any grade in [Name] Public Schools:

Child No. 1: _____

Child No. 2: _____

I understand that state law requires that the school be provided with: (1) evidence of a physical examination by a physician, physician's assistant, or nurse practitioner and (2) a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist. The physical examination and visual evaluation is required to be completed within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. No such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing.

I hereby object in writing to the:

_____ physical examination

_____ visual evaluation

(check one or both)

for the above named child(ren). I will not hold [Name] Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain a physical examination or visual evaluation for the above named child(ren).

Dated this ____ day of _____, 20__.

Parent or Guardian

[Legal Reference: Neb. Rev. Stat. sections 79-214(3) and 79-220]



Department of Health and Human Services

Waiver of Physical Examination/Visual Evaluation Requirement

School Name (if desired) _____

Note to Parent/Guardian: please complete and return to the school health office if you wish to have your child waived from these requirements as allowed by Nebraska law. If you have questions, please contact the school nurse or the school office. Thank you.

As a Parent/Guardian of - Student Name	Student ID#
School Name	Grade

I object to the following requirements for school entry as legislated in Nebraska Revised Statutes 79-214 and 79-220.

Check which apply:

- ☐ Physical examination by a licensed physician, physician assistant or advance nurse practitioner within six months prior to school entry. *(Applies to: Kindergarten or beginner grade, out of state transfers to any grade, and seventh grade).*
- ☐ Visual evaluation by a licensed physician, physician assistant, advanced nurse practitioner, or vision professional (optometrist or ophthalmologist) within six months prior to school entry. *(Applies to: Kindergarten or entry grade and out of state transfer to any grade).*

I understand that I may request information to assist me in receiving information about reduced-cost vision examination as required by NRS 79-220.

I understand provisions in the law allow me to waive the requirement for this examination by my signed statement.

SIGN HERE _____

Signature of Parent/Guardian

Date

Comments: _____

Summary of the School Immunization Rules and Regulations

Student Age Group	Required Vaccines
Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine 3 doses of Polio vaccine 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age 3 doses of pediatric Hepatitis B vaccine 1 dose of MMR or MMRV given on or after 12 months of age 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age
Students entering school (Kindergarten or 1 st Grade depending on the school district's entering grade)	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4th birthday 3 doses of Polio vaccine 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.
Students entering 7 th grade	Must be current with the above vaccinations AND receive 1 dose of Tdap (contain Pertussis booster)
Students transferring from outside the state at any grade	Must be immunized appropriately according to the grade entered.

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet: http://dhhs.ne.gov/Pages/reg_t173.aspx (Title 173: Control of Communicable Diseases—Chapter 3; revised and implemented 2011)
Updated 01/26/2018

AFFIDAVIT
(For Child to Enroll Early in Kindergarten)

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of _____ (Child's name). The Child's date of birth is _____. The Child will reach the age of five years on or after August 1 and on or before October 15 of the current school year.

I elect to enroll the Child this school year and hereby affirm (check or initial appropriate provision for early enrollment):

_____ the Child attended kindergarten in another jurisdiction in the current school year; or

_____ the family anticipates relocation to another jurisdiction that would allow admission within the current year; or

_____ the Child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the board.

IN WITNESS WHEREOF, this affidavit is signed and acknowledged this ____ day of _____, 20__.

 Parent or Guardian

STATE OF NEBRASKA)
)
COUNTY OF _____) **ss.**

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.

 Notary Public

**Request For Non-disclosure of
High School Student Personal Information
To Institutions of Higher Education or Military Recruiters**

I hereby request that the name, address, and telephone listing of _____ (name of student), a high school student at [Name] Public Schools, not be released without prior parental consent to:

_____ institutions of higher education

_____ military recruiters

(check one, both, or none)

Signed by: ____ Student ____ Parent (Check One)

_____ Signature/Date

_____ Print Name

_____ Address

_____ City/State/Zip Code

Note to students/parents: This certificate can be signed by either student or a parent. The provision of this form does not reflect the position of [Name] Public Schools that the request for non-disclosure should or should not be made.

“SEC. 9528. ARMED FORCES RECRUITER ACCESS TO STUDENTS AND STUDENT RECRUITING INFORMATION.

“(a) POLICY.—

“(1) ACCESS TO STUDENT RECRUITING INFORMATION.—Notwithstanding section 444(a)(5)(B) of the General Education Provisions Act and except as provided in paragraph (2), each local educational agency receiving assistance under this Act shall provide, on a request made by military recruiters or an institution of higher education, access to secondary school students names, addresses, and telephone listings.

“(2) CONSENT.—A secondary school student or the parent of the student may request that the student’s name, address, and telephone listing described in paragraph (1) not be released without prior written parental consent, and the local educational agency or private school shall notify parents of the option to make a request and shall comply with any request.

“(3) SAME ACCESS TO STUDENTS.—Each local educational agency receiving assistance under this Act shall provide military recruiters the same access to secondary school students as is provided generally to post secondary educational institutions or to prospective employers of those students.

20 USC 7908.

Business OperationsSafe Driving Record Standard for Drivers

Standard for Pupil Transportation Vehicle Drivers: Each person who is required to have a permit to operate a pupil transportation vehicle for this School District shall meet all requirements to hold and continue to hold a pupil transportation operator's permit, including the successful completion of a physical assessment and a Medical Examiner's Certificate.

One of the requirements for obtaining such a permit is that the person have a record of satisfactory driving as determined by Board policy. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 7 years; or,
3. Reckless driving or willful reckless, within the immediate prior 7 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Small Vehicles for Activity Trips: Each person who drives a small vehicle (car or van) other than a pupil transportation vehicle for school activities and who is not required to have a permit to operate a pupil transportation vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 7 years; or,
3. Reckless driving or willful reckless, within the immediate prior 7 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Drivers who exclusively drive small vehicles for activity trips are not required to obtain a Medical Examiner's Certificate.

Standard for Drivers of Other School Vehicles: Each person who drives a school vehicle other than a pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position requires driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 7 years; or,
3. Reckless driving or willful reckless, within the immediate prior 7 years; or
4. Accumulation of 6 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3, 4 or 5 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Superintendent or Superintendent's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with the District and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

Legal Reference: Neb. Rev. Stat. Sections 79-318, 79-602, 79-607 and 79-608
Neb. Rev. Stat. Sec. 60-4,182 (point system)
Title 92, Nebraska Administrative Code, Chapters 91 & 92

Date of Adoption: [Insert Date]

APPLICANT'S CONSENT
TO OBTAIN PAST DRUG AND ALCOHOL TEST RESULTS

I, _____ *[insert applicant's name]*, understand that as a condition of hire with [Name] Public Schools ("*School District*") I must give the School District written Consent to obtain the results of all DOT-required drug and/or alcohol tests (including any refusals to be tested) from all of the companies for which I worked as a driver, or for which I took a pre-employment drug and/or alcohol test during the past two (2) years. I also understand that the School District requires me to consent to access to the same information concerning any non-DOT driver drug and/or alcohol tests which I took during this same period of time. I have also been advised and understand that my signing of this consent does not guarantee me a job or guarantee that I will be offered a position with the School District.

Below I have listed all of the companies for which I worked as a driver, or for which I took a pre-employment driver position drug and/or alcohol test during the past two (2) years. I hereby consent to the School District obtaining from those companies, and I hereby consent to those companies furnishing to the School District, all requested information concerning my drug and alcohol tests, including:

- (i) all DOT and non-DOT alcohol test results of 0.04 or greater during the past two (2) years;
- (ii) all verified positive DOT and non-DOT drug test results during the past two (2) years;
- (iii) all instances in which I refused to submit to a DOT-required drug and/or alcohol test during the past two (2) years;
- (iv) any other violations of DOT agency drug and alcohol testing regulations during the past two (2) years; and
- (v) documentation of successful completion of DOT return-to-duty requirements (including follow-up tests) in the event of a violation of a DOT drug and alcohol testing regulations during the past two (2) years.

I specifically authorize the companies to fully complete the School District's Report of Past Drug and/or Alcohol Test Results form.

The following is a list of all of the companies for which I worked as a driver, or for which I took a pre-employment driver position drug and/or alcohol test, during the past two (2) years:

<u>Company name</u>	<u>Dates worked for/took pre-employment test</u>
---------------------	--

APPLICANT CERTIFICATION

I have carefully read and fully understand this Consent to release my past drug and alcohol test results. In authorizing the release of my test results, I consent and agree to waive any physician-patient privilege that may otherwise exist with respect to the confidentiality of my drug and alcohol test results. I further release the Company and its medical review officer, and any officer, employee or agent of the Company or medical review officer whose disclosure of the results is in accordance with this release from any and all claims or causes of actions which may result from the disclosure of such test results to the person or persons identified on this release form.

In signing below, I certify that all of the information which I have furnished on this form is true and complete, and that I have identified all of the companies for which I have either worked, or for which I took a pre-employment drug and/or alcohol test, as a driver during the past two years. I understand that this information is material to my hiring and that my failure to provide true and complete information will automatically disqualify me for a position with the School District or, in the event that I am hired, subject me to immediate termination. Further, I understand that in the event of receipt of a report of past drug and/or alcohol violation, any conditional offer of employment will be revoked and in the event I have been hired, any employment will be automatically ended.

Signature of Applicant	Print Name	Date	Reviewed: November 15th, 2022
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**General Consent for Limited Queries of the Federal Motor Carrier Safety Administration (FMCSA)
Drug and Alcohol Clearinghouse**

I, (Driver Name), hereby provide consent to [Name] Public Schools (“District”) to conduct a limited query of the FMCSA Commercial Driver’s License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse. This consent is valid for so long as I remain an applicant for, or an employee of, the District for a position that requires a CDL.

I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the District to conduct a limited query of the Clearinghouse, the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA’s drug and alcohol program regulations.

Employee Signature

Date

LEASE AGREEMENT

For valuable consideration, the Landlord hereby leases to the Tenant the premises for the rent and upon the other terms and conditions outlined in this document.

1. Definitions. As used herein, the following terms have the following limited Meanings:

- A. "Landlord" shall mean Knox County School District No. 086, aka Bloomfield Community Schools (hereinafter, "Bloomfield Community Schools").

- B. "Tenant" shall mean Little Bees Daycare Inc

- C. "Premises" shall mean:

Little Bees Daycare: Rooms # 100, 101, 102, Multipurpose storage Room D and access to the Washer/Dryer consisting of approximately 1840 sq. ft. Which is approximately 8% of the total elementary building's square footage (24,900 sq ft). These spaces are all at the discretion of the Building Principal in the Elementary Building at Bloomfield Community Schools.

2. Term:

- A. Base Term: The term of this Agreement is twelve (12) months commencing on May 20th, 2025 (the "Commencement Date"), and expiring on May 19th, 2026, unless terminated sooner according to the terms hereof. Further, it is provided that this lease shall continue on a year-to-year basis unless notice is given by either party to the other, in writing, or on before April 1st of the next subsequent year preceding the ending date of any lease year of such party's intention to terminate this agreement.

3. Charges Assessed.

- A. Fixed Premium. Tenant shall pay as compensation for expenses for the use of the premises the sum of One Hundred Seventy-Five Dollars (\$175.00) per month for every month during the term of this Agreement. (The Daycare is charged \$150.00/Month and the use of the Kitchen is \$25.00/month). The Daycare shall prioritize Bloomfield Community School staff's child/children's childcare with preference. Acceptance shall be allowed above and beyond any "waiting" list, only if given notification to the Daycare Director from the Building Principal by July 1 of that upcoming school year.

An additional deposit of \$800.00 (\$300.00 for one month's utilities and \$500.00 for deductible on property insurance) will be required in an initial payment along with the First month's expenses. The deposit will be returned if/when the daycare is no longer in the school. If any portion of the deposit of \$800.00 is used while the daycare is using school facilities, the used amount will be reimbursed. All payments shall be paid to the Landlord on/before the fifteenth of each month, and will be delinquent after the twentieth

day of the month due. The monthly payment will cover but is not limited to Supplies and additional unforeseen expenses directly resulting from the daycare use or misuse.

4. Covenants of Tenant. The tenant covenants and agrees as follows:

A. Utilities: Tenant shall pay all charges for heat, electricity, water, sewage, gas, garbage, or special fees, metering charges, or utility charges or services of any nature used on the premises on a prorated basis with a proportional share of such bills to be determined based on the square footage set out in Paragraph 1(C) as that square footage relates to the total square footage in the Elementary Building of the Bloomfield Community Schools. Utility costs will be paid at approximately 8% of the monthly costs for the Elementary School and shall be collected but the Landlord and the monthly obligations of the tenant.

B. Telephone: Tenant shall pay for any costs associated with the monthly fees associated with the landline assigned to Little Bees Daycare, Inc.

C. Insurance:

(I) Liability Insurance: Tenant shall carry and maintain, at its sole cost and expense and as additional rent, bodily injury liability insurance with limits of not less than \$500,000.00 per person and \$1,000,000.00 per occurrence, insuring against any liability of the insured concerning the premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than \$500,000.00 per accident or occurrence. A copy The Tenant's Liability Insurance will be kept on file in the business office.

(II) Provisions Applicable to All Insurance: Concerning all insurance required to be maintained hereunder by Tenant:

- (a) Such insurance shall be issued by good and responsible insurance companies licensed to transact business in the State of Nebraska and acceptable in all respects to the Landlord.
- (b) Each insurance policy shall contain agreement by or endorsements of the insurer that (1) such policy shall not be cancelled for any cause without at least (10) days prior written notice from the insurer to Landlord; (2) losses shall be payable by the insurer notwithstanding any act or negligence of Tenant which might otherwise result in the forfeiture of said insurance; and (3) no act or omission of Tenant shall invalidate the interest of the Landlord.
- (c) If Tenant fails to maintain such insurance, Landlord may, at its election, procure the same, adding premium cost thereof to the amount of the following payment of Fixed Minimum Rent to be made by Tenant hereunder, and payment by Landlord of any such

premium shall not be deemed to waive or release the default or Tenant in the payment thereof.

- (d) Insurance coverage herein provided shall be for the benefit of both Landlord and Tenant, as their respective interests may appear, and any mortgages designated by Landlord; and Landlord shall be an additional named insured under all such insurance policies. Proof of insurance will be kept in the businesses file in the District Business Office.

- D. Use of Premises: Tenant shall occupy and use the premises to operate a daycare and for no other purpose. Tenant shall observe and comply with all laws, orders, rules, and regulations of any governmental authority relating to the premises and will not permit the same to be used for illegal purposes nor permit any nuisance to be created or maintained thereon. Tenant shall not permit upon the premises anything that will invalidate any policy or insurance now or hereafter carried on the premises or increase the insurance rate thereon. Tenant shall not use or permit anything dangerous to life or limb upon the premises and shall not deface or injure the premises.
- E. Cleanliness: Tenant shall keep the premises and open areas adjoining the premises free and clear from dirt, refuse, and general clutter. The Landlord will clean the main hallway at least once per week, given this area is free of clutter, and the Tenant must maintain the cleanliness of the Leased Area and adjoining areas.
- F. Government Regulations: Tenant will promptly comply with and carry out all orders, requirements, or conditions now or hereafter imposed upon Tenant by the ordinances, laws, and/or regulations of the municipality in which the Premises are located or by any of its various departments, whether required of Landlord or otherwise, to be done or performed during the term of this Agreement, insofar as they are occasioned by or needed for the conduct of the business of Tenant.
- G. Upgrade of Premises: All upgrades or improvements of the premises subject to this lease required as a result of their use by the Tenant shall be paid by the

Tenant

so that the premises comply with Fire Marshall Rules and regulations, orders, and any other applicable law.

5. Default of Remedies.

- A. Default: Each of the following shall be deemed a default by the tenant and a breach of this agreement.

- (I) A failure on the part of the Tenant to pay any installment of Fixed Minimum Rent or to pay any additional rent, which failure persists after the expiration of five (5) days from the date the payment becomes due.

(II) A failure on the part of Tenant to observe or perform any of the other terms, covenants, or conditions of this Agreement, which failure persists after the expiration of twenty (20) days from the date Landlord gives notice to Tenant of the existence of such failure, provided, however, that if the matter which is the subject of the notice is of such a nature that the same cannot reasonably be corrected within twenty (20) days, then no default shall be deemed to have occurred if Tenant, before the expiration of the twenty (20) day period, commences the curing of the default and diligently prosecuted the same to completion.

B. Surrender of Premises: In the event of any default by Tenant hereunder, Landlord at any time after that may, at its option, give Tenant three (3) days written notice of intention to terminate Tenant's right to possess the Premises and thereupon at the expiration of said three (3) days Tenant's possessory interest under this Agreement shall expire. Tenant shall quit and surrender the premises to Landlord, but Tenant shall remain liable as provided herein.

C. Reentry. If the notice of default by Tenant shall have been given and the term for cure shall expire as aforesaid, or if Tenant shall abandon the Premises, or if this Agreement shall be taken from Tenant as a result of any execution against Tenant in any proceeding in which Tenant shall have no appeal or further appeal, then and in such event Landlord may without notice re enter the premises either by force or otherwise and dispossess Tenant by summary dispossess proceedings or otherwise, and Tenant or other occupant or occupants of the premises will remove their effects and hold the premises as if this Agreement had not been made. Tenant hereby waives the service of notice of intention to reenter or to institute legal proceedings to that end.

6. General Agreements.

A. Signs. At its cost, the tenant shall have the right to place, construct, and maintain appropriate signs advertising its business on the premises, subject to the city's sign ordinances. The sign may not be attached directly to the building, must be of appropriate size and appearance, and must be approved by the administration for Bloomfield Community Schools before location. Upon the termination of this Agreement, the Tenant shall have the right to remove all such signs and repair any damage to the premises caused by the removal of such signs.

B. Year-End Review of Expenses by the School. If there is a need to spend additional monies, which are a direct or indirect result of daycare use will be billed as additional expenses. The school reserves the right to assess and collect for those additional expenses above and beyond the monthly rent paid.

- C. The Little Bees Daycare Board must submit Quarterly Financials upon request.
- D. Copies of meeting minutes/notes will be submitted to the Elementary Building Principal and be kept on file in that office.
- E. Use of the school kitchen by Little Bees Daycare will be negotiated with the Daycare Director and the Kitchen Manager during non-school hours, days not in session, including but not limited to the following: holidays, snow days, teacher in-service days, and summer. The agreement will be written, signed, and dated by both parties and kept on file with this lease in the business's file in the District Business Office.
- F. No admittance will be allowed by Little Bees Daycare if Liability Insurance is not in place with the school as an additional insured.
- G. Either Party may terminate this Lease Agreement by giving two months notice to the other Party in writing.
- H. Notices. All notices required to be given hereunder shall be in writing and, if intended for Landlord, shall be served upon any of the officers of Landlord or its agent, or shall be mailed by registered or certified mail, postage prepaid, to the following address:

Superintendent of Schools
Bloomfield Community Schools
P.O. Box 308
Bloomfield, NE 68718-0308

Or, if intended for Tenant, shall be served upon one of the officers or other authorized representatives or Tenant personally, or shall be mailed by registered or certified mail, postage prepaid, as follows:

Executive Director
c/o/ Little Bees Daycare
514 S McNamara St
Bloomfield, NE 68718

Signature: _____
_____, Executive Director

Date: _____

Signature: _____
Todd Strom, Superintendent

Date: _____

Secondary BOE Report
06/16/25

- 1) Attended the Phil Warrick Instructional Leadership Training at the ESU on May 28th and 29th
 - a) Gained some great ideas on ideas for professional development, create goals, and use data to inform instructional practices
- 2) Attended the Continuous Improvement Process Training with Mrs. G at ESU 7 on June 2nd
 - a) This was a lot of information at once, but gave us good ideas on how we can present who we are to our External Team
- 3) Attended ALICE training with Mrs. G at Laurel on June 3rd and 4th
 - a) Active Shooter/Intruder training and how we can train our own staff
- 4) Policies
 - a) 5205 Graduation needs updated with new state requirements
- 5) End of Year Discipline Report
 - a) Detentions: 5
 - b) In-School-Suspensions: 10
 - c) Out-of-School-Suspensions: 2

SPED BOE Report
06/16/25

- 1) Our work with NorthStar will be continuing through this Summer and Next School Year. After that we will be taking a pause in their services due to no 18-21 program students.
- 2) I have been in talks with HMM to pilot an intervention program for our students. This new program is designed to be done every day for 10-15 minutes at a time in both reading and math. Reading will have more age appropriate topics at our kids' reading level.
- 3) Door Funding Update, I submitted the forms to NDE to ensure we had everything needed, they said we were missing a form, so I have been in contact with them to ensure we have everything completed

Bloomfield Community Schools Monthly Financial Report

Reconciled Cash Balances (May)		
FUND	2023-2024	2024-2025
General	\$1,423,715	\$2,015,293
Depreciation	\$42,320	\$15,511
Employee Benefit	\$50,458	\$50,818
Activity	\$287,680	\$269,363
Lunch	\$9,524	\$18,644
Cooperative	\$192,421	\$177,553
Building	\$276,459	\$675,252
QCPUF	\$106,304	\$201,479
FUNDS TOTAL	\$2,388,881.51	\$3,423,913

General Fund Expenses for May		
	2023-2024	2024-2025
GF Bills Payable	\$80,766	\$68,090
GF Payroll	\$383,355	\$381,135
Total	\$464,121	\$449,226

General Fund Receipts for May		
	2023-2024	2024-2025
Beginning Cash	\$499,362.72	\$856,135.25
State Aid	\$41,617.00	\$41,716.39
Other	\$52,313.00	\$1,466.00
Knox County	\$1,247,049.01	\$1,578,445.86
Cedar County	\$24,613.22	\$24,337.65
To Athletics	\$0.00	\$20,000.00
To Lunch	\$0.00	\$20,000.00
Total	\$1,864,954.95	\$2,542,101.15

2024-25 Budget		
FUND	Budget	Through May
General	\$5,767,877.00	\$3,730,667
Depreciation	\$166,854.00	\$0
Employee Benefit	\$70,492.00	\$0
Activity	\$606,795.00	\$191,834
Nutrition	\$326,514.00	\$248,247
Building	\$705,862.00	\$69,924
QCPUF	\$138,812.00	\$0
Cooperative	\$185,985.00	\$0
Student Fee	\$1,100.00	\$0
FUNDS TOTAL	\$7,970,291.00	\$4,240,672

OVERALL BUDGET USED: 53.2060%

GENERAL FUND			
REVENUE			
MONTH	2022-2023	2023-2024	2024-2025
September	\$914,380	\$757,730	\$767,899.88
October	\$69,153	\$195,805	\$306,279.18
November	\$97,188	\$307,103	\$120,701.00
December	\$58,626	\$420,057	\$461,469.00
January	\$972,508	\$554,574	\$746,642.00
February	\$484,590	\$783,905	\$1,233,267.29
March	\$123,777	\$168,923	\$241,774.44
April	\$404,026	\$606,428	\$314,990.70
May	\$817,784	\$1,337,153	\$1,648,121.67
June		\$257,722	
July		\$76,751	
August		\$68,434	
Running Total	\$3,942,031	\$5,534,585	\$5,841,145.16
EXPENSES			
MONTH	2022-2023	2023-2024	2024-2025
September	\$370,585	\$427,858	\$422,021.20
October	\$413,658	\$407,262	\$535,995.00
November	\$503,971	\$559,975	\$475,907.00
December	\$353,432	\$426,916	\$467,121.00
January	\$408,088	\$368,978	\$426,781.00
February	\$385,649	\$388,288	\$495,997.10
March	\$460,139	\$438,936	\$460,395.17
April	\$402,817	\$441,680	\$449,225.56
May	\$380,797	\$464,121	\$488,764.57
June		\$419,082	
July		\$415,524	
August		\$504,234	
Month Total			
Running Total		\$5,262,854	\$4,222,207.60
Annual budget			\$5,767,877.00
Percent Spent			73.20%

Technology Report

Date: Jun 15, 2025

Chromebook Lease Update

Chromebooks have been ordered through RTI under a 3-year lease-to-own agreement. The annual cost is approximately \$31,000, and at the end of the lease, we will take full ownership of the devices.

Technology Staffing & Communication

Beginning this school year, Tyler Smith will be the sole member of the Technology Department. Lacey is transitioning into a full-time paraeducator role.

To streamline digital communications, all social media and website update requests should be submitted directly to Tyler. A submission form will be available to help organize requests. This form will include guidelines to ensure compliance with district policies and consistent messaging across platforms.

Ongoing & Summer Projects

- Device Inventory and Surplus Prep
Sorting through outdated and unused devices to prepare for resale or disposal.
- Website Cleanup
Identifying and removing broken links and outdated redirects to improve user experience and accessibility.
- Server Room Cleanup
Coordinating with ESU to reorganize and clean the server room. This will require a few days of system downtime in July, with advance notice to staff.

- **Software Review**

Evaluating current software licenses and tools to identify gaps, redundancies, and future needs for the 2025–26 school year.

- **Hardware Maintenance**

Addressing various hardware issues around the building to ensure all systems are ready for the fall semester.

Looking Ahead

The primary goal for this summer is to establish a clean, stable, and efficient tech environment for the coming year and look for ways to better aid our teachers and staff in their needs!. With streamlined communication, focused planning, and support from ESU, we are well-positioned to meet our readiness benchmarks and continue delivering reliable technology services to the district.

Here is what has been completed since the last board meeting:

Dave Noeker has finished door #12 and door #3.

The upper balcony and stage doors have been repainted. Brown to gray.

Several of the classrooms have been repainted.

White boards have been installed in Klint and Tyler's offices.

More blue chips have been added to the playground.

We have started deep cleaning the locker rooms and classrooms.

Most of the spraying has been done on the lawns and around the buildings.

Urinal dividers have been ordered for the men's bathrooms on the 1st and 2nd floor.

They should be here and installed in the next few weeks.

First floor Women's bathroom north wall has been repainted after the water leak was fixed.

Broken window pane in the garage door in the weight room has been replaced.

Darrel

Pupil Transportation - Proof

*****Districts/Systems must keep mileage logbooks, pre-trip, post trip, annual inspection vehicles used to transport students for at least 5 years, in the event the NDE requests**

[illegible]



of Mileage Driven

n, and log of routes driven, on file for all
further details for auditing purposes.

Status	Beginning	Year End	Route	Activity	SPED	Total
Owned			Route	Activity	SPED	0
	26595	32226	0	5631	0	5631
Owned			Route	Activity	SPED	0
	14800	32096	14625	1021	0	15646
Owned			Route	Activity	SPED	
	83929	87954	0	3625	28	3653
Owned			Route	Activity	SPED	0
	128748	139861	11006	108	0	11114
Owned			Route	Activity	SPED	0
	120557	122594	2005	32	0	2037
Owned			Route	Activity	SPED	0
	39623	51809	11827	357	0	12184
Owned			Route	Activity	SPED	
	76298	77151	o	853	0	853
Owned			Route	Activity	SPED	0
	154	5637	79	5529	7	5615
Owned			Route	Activity	SPED	0
	36590	38800	306	1807	97	2210
Owned			Route	Activity	SPED	0
	110257	120238	304	9676	0	9980
Owned			Route	Activity	SPED	0
	58697	67776	0	8947	0	8947
Owned			Route	Activity	SPED	0
	45548	55794	110	10136	0	10246
Owned			Route	Activity	SPED	0
	75199	80433	29	5205	0	5234
Owned			Route	Activity	SPED	0
	107312	112320	0	5008	0	5008
			Route	Activity	SPED	0
		TOTALS	40291	57935	132	98358
			Route	Activity	SPED	0
						0
			Route	Activity	SPED	0
						0
			Route	Activity	SPED	0
						0
			Route	Activity	SPED	0
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			Route	Activity	SPED	0
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			Route	Activity	SPED	0
						0
			Route	Activity	SPED	0

