

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
EDUCATION, SCHOOL DISTRICT #22, CASS COUNTY,
WEEPING WATER, NEBRASKA
June 17, 2024

President Adam DeMike called the meeting to order at 6:00 PM in the Weeping Water Public School Conference Room.

Board members attendance at roll call were **Present:** Haley Dehne, Adam DeMike, Betty Harms, Doug Meyer, Mark Rathe, **Absent:** Jason Brack, Neil Huskey.

{{Name: Agenda Item Name}}

1. Call to Order

2. Roll Call

Present: Haley Dehne, Adam DeMike, Betty Harms, Doug Meyer, Mark Rathe, **Absent:** Jason Brack, Neil Huskey.

3. Open Meetings Act

4. Hearing for Student Fees

5. Public Input

6. Adjournment

Respectfully submitted,

Board Secretary

PROPOSED
5045
Student Fees

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

A. Definitions.

1. "Students" means students, their parents, guardians or other legal representatives.
2. "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
3. "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

B. Listing of Fees Charged by this District.

1. Guidelines for Clothing Required for Specified Courses and Activities.

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

2. Safety Equipment and Attire.

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

3. Personal or Consumable Items.

The district does not provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

4. Materials Required for Course Projects.

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

5. Technological Devices

The district will provide students with the technological devices necessary to complete all basic curricular projects. To the extent that a student is not required by the district's curriculum to utilize a device off district property, the district may charge students a convenience fee to take the device off district property. The maximum dollar amount of this convenience fee charged by the district will be \$35.00.

As with all school property, students may be charged for damage to such devices. To protect against such potential losses, students and parents may, but are not required, to purchase insurance coverage for the devices. The maximum dollar amount of this insurance coverage facilitated by the district

will be \$50.00. The district may also charge a damage deposit which will be returned or may be rolled to cover the damage deposit for the next year if it is not needed to cover the costs of any damage to the device. The maximum dollar amount of this damage deposit will be \$50.00.

Additionally, the district may allow students to purchase technological devices by arranging for the students to purchase these devices through a single, or series of, payments.

6. Extracurricular Activities.

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

- Student Activity Card: \$60
 - Covers admission to all extracurricular events
- Future Business Leaders of America:
 - Student must pay dues
- National Honor Society:
 - Students must purchase their own stole and/or cord for graduation
- Cheerleading: \$1500
 - Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be: \$1500.
- Football:
 - Students must provide their own football shoes, undergarments, and mouthguards
- Softball and Baseball:
 - Students must provide their own shoes, gloves, and undergarments
- Track, Volleyball, and Wrestling:

- Students must provide their own shoes and undergarments
- Future Farmers of America:
 - Students must purchase their own jackets and pay dues
- FCCLA/HOSA:
 - Student must pay dues

7. Post-Secondary Education Costs.

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who choose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution. The costs of these items will naturally vary, but the maximum dollar amount of the fee is anticipated to be \$150 per credit hour.

8. Transportation Costs.

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

The maximum dollar amount of the transportation fee charged by this district shall be \$0.655 per mile.

9. Copies of Student Files or Records.

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of ~~\$0.10~~ \$0.05 per page for reproduction of student records.

10. Participation in Before-and-After-School or Pre-Kindergarten Services.

The district will charge reasonable fees for participation in before-and-after school pre-kindergarten childcare offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$150 per week.

11. Participation in Summer School or Night School.

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

The maximum dollar amount charged by the district for summer and night school shall be \$150.

12. Charges for Food Consumed by Students.

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades PreK-12
 - Regular Price ~~\$2.50~~ \$2.60
 - Reduced Price \$0.40
- Lunch Program – Grades K-8
 - Regular Price ~~\$3.35~~ \$3.45
 - Reduced Price \$0.50
- Lunch Program – Grades 9-12
 - Regular Price ~~\$3.55~~ \$3.65
 - Reduced Price \$0.50

13. Charges for Musical Extracurricular Activities.

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar amount of all musical extracurricular activities fees and the equipment or attire required for participation in musical extracurricular activities:

- Band:
 - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
- Vivace / Sign Across Nebraska:
 - Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be **\$60.00**

14. Contributions for Junior and Senior Class Extracurricular Activities.

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$50.00.

15. Yondr Bags

The school district will issue Yondr bags to students for the purpose of securely storing their cell phones during school hours. Any intentional damage to a Yondr bag will necessitate the payment of the replacement cost. Furthermore, negligent storage practices leading to the bending or breaking of a Yondr bag's locking pin will also result in the obligation to cover the replacement expense. Students are accountable for any Yondr bags damaged while in their possession. The maximum replacement cost per bag shall not exceed \$50.

C. Waiver Policy.

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free

or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

D. Distribution of Policy.

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

E. Voluntary Contributions to Defray Costs.

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

F. Fund-Raising Activities

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

G. Student Fee Fund.

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted on: July 9, 2014
Reaffirmed: June 23, 2015
Amended on: July 11, 2016
Reaffirmed: July 12, 2017

Reaffirmed: June 12, 2018
Revised: July 10, 2019
Reviewed July 18, 2022
Revised June 19, 2023

Board Policy 5045.2

PROPOSED Fees for Fitness Center

Resident/Alumni/Staff Membership - No Membership Fee - \$20 **\$25** Annual FOB Fee / \$5 for one additional FOB

- _____ Residents of the Weeping Water Public Schools District
- _____ Alumni of WWHS (Allowed on additional person)*
- _____ Staff of WWPS (Allowed on additional person)*
- _____ Parents of students who have opted into the district
- _____ Additional people as granted Superintendent or BOE - The Superintendent or Board may grant additional people access if they determine access fits within the Board's intent.

* The plus 1 is set at the Sign-up / August renewal date and cannot change during the membership year.

Non-Resident Memberships – Anyone who does not qualify for the Resident/Alumni/Staff Membership

Individual Membership

- \$40 monthly Membership Fee** plus an annual FOB Fee
- \$440 annual Membership Fee (annual FOB Fee waived)

Couple Membership

- \$70 monthly Membership Fee ** plus an annual FOB Fee
- \$770 annual Membership Fee (annual FOB Fee waived)

Family Membership

- \$100 monthly Membership Fee ** plus an annual FOB Fee
- \$1100 annual Membership Fee (annual FOB Fee waived)

** Monthly fee requires the members provide a debit/credit card and allow for automatic monthly charges.

RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR USE OF THE SCHOOL DISTRICT'S FITNESS CENTER

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

Declaration. I do hereby declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my safe participation or use of the facilities and equipment. I do further hereby acknowledge that I must obtain a Physician's approval for my participation in exercise/fitness/weight loss activities at the fitness center, including the use of equipment. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to utilize the amenities of the fitness center without the approval of a Physician and do hereby assume all responsibilities.

Acknowledgment of Risks. I understand and agree that fitness activities, equipment, and amenities available in the fitness center may be strenuous and/or hazardous and I should contact a healthcare professional or doctor before beginning any new activities or weight loss program. **I am voluntarily participating in these activities and using the facilities and equipment of with full knowledge of the dangers involved.** I understand the risks associated with weight lifting and other available exercise amenities in the fitness center, including cardiovascular and other fitness activities, and that those risks include, but are not limited to, the possibility of muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or even death. **I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to these activities.**

Release, Waiver and Indemnification. In consideration of permission granted by the District to use the District's fitness center, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the District, its board of education, officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against the District and the parties named above for all personal injuries or loss of property which I incur by using the fitness center and its equipment or that otherwise result from my participation in any fitness center activities, whether such injuries are caused by my negligence or the negligence of the District or any of its employees, representatives, or volunteers. I agree to indemnify the District, its board of education, officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

Responsibility for Supervision. I understand that the fitness center will be available to me only during hours designated by the administration, and that I am responsible for my own use of the fitness center and equipment at all times. I will inspect the facilities and equipment of the fitness center upon each visit before using any equipment. The District provides no training, supervision, or assistance. The District is not responsible for lost, stolen, or damaged property.

Compliance with Rules. I agree to abide by all District and fitness center rules, regulations, and policies now in force or that may be adopted in the future, and all directives given to me pertaining to the use of the fitness center.

We, the undersigned, have read this Application and Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OURSELVES AND OUR CHILD.

THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.

Clearly PRINT the following information:

Name: _____

Date: _____

Signature: _____

WWPS Fitness Rules and Regulations – Regulation 5045.2

By signing this Agreement, you acknowledge that Weeping Water Public Schools (“District”) may establish rules and regulations governing the conduct of guests using the fitness facility, and you agree to follow them. These include but are not limited to hours of availability, limitations on use of amenities and/or equipment, and limitation of access upon no notice to the Applicant.

Services and Access: The District agrees to provide you with use of its facilities and equipment available in the fitness center. The District reserves the right to add or delete services, amenities, and hours. You will be provided a key to access the fitness center. The annual cost for the FOB and access is listed in the application.

Access is limited to the weight room, walking track, main gym and adjacent areas. Membership does not grant the member access to the rest of the school facility. Individuals who access other parts of the facility may have their access revoked.

Superior Interest in Usage. The primary use of the fitness center is for District students and programs. The District reserves the right to close the fitness center to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

Compliance with Laws: In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties. The Applicant understands this may limit access to the facilities with no notice provided to the Applicant.

Video Monitoring: The District uses video cameras on its property and makes recordings as part of its security processes. Video cameras may be used in locations deemed appropriate by the District.

Unauthorized Use: Use of the facility is limited to those individuals who have paid the appropriate fee and sign the necessary documents. If any member allows a non-member to use the facility, that member will be fined \$10 per day per non-member. This fine applies to both resident and non-resident members. A non-member is anyone who has not signed the waiver and paid the appropriate fee. Accumulating a fine of \$40 without payment or failure to pay a prior fine upon the August renewal, the member’s access will be denied.

Membership renewal – The Fitness Center year runs September 1st through August 31st. All members are required to renew their membership in the month of August. New members who enroll in the middle of the year will have their membership fees prorated.

WWPS Fitness Center Regulations

- No tobacco, drugs, or illegal substances of any kind are allowed in the facility or on grounds.
- Disrupting or interfering with the workout of another patron is not permitted. Respect the rights of others by using courteous and appropriate behavior. Profanity is not allowed.
- Personal headsets or earbuds are welcome as long as the volume is not disruptive to others.

- No personal boom boxes, blue tooth speakers, or stereos allowed.
- Food is not allowed in the facility or in programs. Closed beverage containers are permitted. No glass containers are allowed.
- Please wipe down the equipment before and after use.
- No equipment is to be moved from its designated area and may not be taken out of the Fitness Center.
- Use of a towel while working out is highly recommended. We do not provide towels. Please bring your own.
- Weight plates are not to be leaned against equipment stands and machines.
- After utilizing equipment, strip bars and return plates and dumbbells to proper storage areas.
- Dumbbells and weight plates cannot be dropped on the floor for any reason.
- Please perform exercises with weight that you can safely lift without the need for spotting or contact with others.
- It is the member's responsibility to follow posted rules.
- Use of the Fitness Center is considered a privilege. Individuals who do not comply with the established policies will be asked to leave and may have their membership revoked.

Hours

The fitness center is open to the public when not in use by the school.

As a general rule during the school year, the fitness center is closed:

- Monday through Friday 6:30am to 6:30pm
- During school fine arts convocations, honors nights and banquets held in the main gym.
- During large athletic tournaments / events
- The walking track is closed during regular season games in the main gym.

Summer hours are determined in May and will be posted accordingly. The fitness center is closed:

- During School Lifting Sessions
- The walking track is closed during summer league games/camps in the main gym.

The District reserves the right to close the fitness center to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

Weeping Water Public Schools Fitness Center Usage Application and Agreement

Primary Applicant

Last Name First Name

Street Address City State Zip

Home Phone: _____ Cell: _____

Secondary Applicant - not applicable for nonresident individual membership

Last Name First Name

Street Address City State Zip

Home Phone: _____ Cell: _____

School Age Children – not applicable for nonresident individual /couple membership

Name of Emergency Contact: _____

- Home Phone: _____ Cell: _____
- Relationship of Emergency Contact: _____
- Email of Emergency Contact: _____

FOB # _____ **FOB #2** _____

Membership Type

Resident/Alumni/Staff Membership - No Membership Fee - ~~\$20~~ \$25 Annual FOB Fee / \$5 for one additional FOB

- _____ Residents of the Weeping Water Public Schools District
- _____ Alumni of WWHS (Allowed on additional person)*
- _____ Staff of WWPS (Allowed on additional person)*
- _____ Parents of students who have opted into the district
- _____ Additional people as granted Superintendent or BOE - The Superintendent or Board may grant additional people access if they determine access fits within the Board's intent.

* The plus 1 is set at the Sign-up / August renewal date and cannot change during the membership year.

Non-Resident Memberships – Anyone who does not qualify for the Resident/Alumni/Staff Membership

- _____ Individual Membership
\$40 monthly Membership Fee** plus an annual FOB Fee
\$440 annual Membership Fee (annual FOB Fee waived)
- _____ Couple Membership
\$70 monthly Membership Fee ** plus an annual FOB Fee
\$770 annual Membership Fee (annual FOB Fee waived)
- _____ Family Membership
\$100 monthly Membership Fee ** plus an annual FOB Fee
\$1100 annual Membership Fee (annual FOB Fee waived)

** Monthly fee requires the members provide a debit/credit card and allow for automatic monthly charges.

Office Use

Payment Type:

Cash

Check: Check number _____

Debit/Credit ACH set up in system

Date; _____

Received by: _____

Regulation 5045.1F Childcare Fees

PROPOSED 2024 / 25 Full time rates are as follows:

Infants: \$210/week ~~\$195/week~~

Toddlers: \$200/week ~~\$185/week~~

Pre-K during the school year: \$165/week ~~\$150/week~~ enrolled in half day WWPS PreK

Pre-K during the summer: \$190 ~~\$175~~

Discounts:

Children of Childcare Employees.

- The first child of a WWPS childcare employee may attend the childcare center for free.
- The second child of a WWPS childcare employee may attend the childcare center at a rate of 75% discount of the normal rate
- The third and subsequent children of a WWPS childcare employee would be charged the normal rate.

Children of other WWPS Employees.

- The first and second child of a WWPS employees may attend the childcare at a 50% discount.
- The third and subsequent children of a WWPS employee would be charged the normal rate.

Children considered “at-risk”

Children/Families that fall into one of the four at-risk factors and qualify for one of the programs Sixpence slots may attend the childcare center at a discounted rate. This discount may range from 50% up to 100% of the childcare rate. This final rate will be determined by the superintendent or his/her designee based on the following factors.

- Children (birth to age three) whose family income would qualify them for participation in the federal free or reduced lunch program;
- Children (birth to age three) who were born prematurely or at low birth weight as verified by a physician;
- Children (birth to age three) who reside in a home where a language other than spoken English is used as the primary means of communication;
- Children (birth to age three) whose parents are younger than twenty at enrollment or who have not completed high school.