

Agenda

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
 - 2.1. Call the Meeting to Order
 - 2.2. Roll Call
 - 2.3. Excuse Board Members Who Are Absent
3. Approval of Agenda
4. Recognition of Visitors/Communications from the Public
5. Discussion about the 2023-2024 Return to School Plan, including feedback from stakeholders.
6. Reports
 - 6.1. AD Report
 - 6.2. Principals Reports
 - 6.2.1. Elementary Report
 - 6.2.2. MS/HS Report
 - 6.3. Superintendent's Report
 - 6.4. Board Reports
7. Action Items
 - 7.1. Consent Agenda
 - 7.1.1. Approval of the Previous Meeting's Minutes
 - 7.1.2. Treasurer's Report
 - 7.1.3. Payment of general fund claims in the amount of \$354,824.89
 - 7.2. Consider, discuss and take all necessary action on
 - 7.2.1. Consider, discuss and take all necessary action to renew membership with NRCSA
 - 7.2.2. Consider, discuss and take all necessary action on bid for speech services for 2023-24.
 - 7.2.3. Consider, discuss, and take all necessary action to approve the adoption of the NEE teacher evaluation tool to be used in the 2023-2024 school year.
 - 7.2.4. Consider, discuss, and take all necessary action on approving our Emergency Operations Plan (EOP).
 - 7.2.5. Consider, discuss, and take all necessary action on the 2023-2024 Faculty handbook.
 - 7.2.6. Consider, discuss, and take all necessary action on adopting the Elementary and Secondary Handbooks for the 2023-2024 School Year.
 - 7.2.7. Consider, discuss, and take all necessary action to set substitute teacher pay.
 - 7.2.8. Review and consider amendment of the following policies: 6025 - Student Cell Phone and Other Electronic Devices, 6038 - Artificial Intelligence, 6004 - Curriculum Review Schedule

8. Next Meeting Dates and Times

8.1. Regular meeting, August 14, 2023, 6:00 PM at the Osceola Middle/High School
Media Center.

9. Adjournment

Jeffrey Elementary

July 10, 2023

Brett Webster

- Schools back in session August 16th.
- Preschool will start Monday August 21st.
- Handbook is mostly finished pending schedule insert.

Coming Up

- Open House
- New Eval process but it will fit with our new School Improvement Goals.

Board of Education Regular Meeting
Middle School/High School Media Center
565 Kimmel Street
Osceola, NE 68651
June 12, 2023 @ 6:00 PM

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office on June 8, 2023. This notice was also published in *The Polk County News* on the same date. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Neujahr called the regular meeting to order at 6:00 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Roll Call

Jennifer Boruch:	Present	Michael Neujahr:	Present
Anthony Mestl:	Present	Jena Ockander:	Present
Daisy Naber:	Present	Eric Yungdahl:	Present

Also present were Superintendent Jason Lavaley and Debra Berry. Principal Brent Breckner and Principal Brett Webster attended via Zoom.

2.3. Excuse Board Members Who Are Absent

There were no board members absent.

3. Approval of Agenda

To approve the agenda as written passed with a motion by Jennifer Boruch and a second by Anthony Mestl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

4. Recognition of Visitors/Communications from the Public

There were no patrons present.

5. Reports

5.1. AD Report

Superintendent Jason Lavaley gave Activities Director Evan Feezell's report. Mr. Feezell's report was about: the Girls' Track Team are State Champions; Mr. Luke Ericson is "Track Coach of the Year"; and the sports banners should be here very soon.

5.2. Principals Reports

5.2.1. Elementary Report

Elementary Principal Brett Webster gave his report via Zoom about: class schedules are being completed later due to reading curriculum changes; NEE training in Giltner about the new teacher evaluation tool; and the multicultural report is completed.

5.2.2. MS/HS Report

Middle/High School Principal Brent Breckner gave his report via Zoom about: the multicultural report is completed; the internet safety report is completed; handbook is being reviewed; NEE training in Giltner about the new teacher evaluation tool; MTSS work on June 12th; and Kagan Training will be June 21st and June 22nd.

5.3. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: legislative updates; Miss Chatrice White will be conducting basketball instruction to individuals or small groups; advertising for bus drivers and para-educators; more extra-duty slots have been filled; possibly adding a Middle School Speech activity; the removal of trees on the south end of the high school parking lot; NASB updates; and the Superintendent's calendar.

5.4. Board Reports

There were no board reports.

6. Action Items

6.1. Consent Agenda

To approve the consent agenda passed with a motion by Daisy Naber and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.1.1. Approval of the Previous Meeting's Minutes

6.1.2. Treasurer's Report

6.1.3. Payment of general fund claims in the amount of \$483,925.91

6.2. Consider, discuss and take all necessary action on

6.2.1. Consider, discuss and take all necessary action on bid for speech services for 2023-24.

To table agenda action item 6.2.1 "Consider, discuss and take all necessary action on bid for speech services for 2023-24" passed with a motion by Anthony Mestl and a second by Jennifer Boruch.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.2.2. Consider, discuss and take all necessary action to approve student accident and catastrophic insurance policies.

To approve the student accident and catastrophic insurance policies for the 2023-2024 school year passed with a motion by Jennifer Boruch and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.2.3. Consider, discuss, and take all necessary action on approving our Emergency Operations Plan (EOP).

To table 6.2.3 "Consider, discuss, and take all necessary action on approving our Emergency Operations Plan (EOP)" passed with a motion by Eric Yungdahl and a second by Anthony Mestl. Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.2.4. Consider, Discuss, and take all necessary action to review the following School Board Policies for the 2023-2024 school year: 5035 Student Discipline, 5054 Bullying, 5001 Compulsory Attendance and Excessive Absenteeism, 5057 District Title I Parent and Family Engagement Policy, 5018 Parent and Guardian Involvement In Education Practices, 5045 Student Fees Policy.

To approve the following School Board Policies for the 2023-2024 school year: 5035 Student Discipline, 5054 Bullying, 5001 Compulsory Attendance and Excessive Absenteeism, 5057 District Title I Parent and Family Engagement Policy, 5018 Parent and Guardian Involvement In Education Practices, 5045 Student Fees Policy passed with a motion by Jennifer Boruch and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.2.5. Review and consider amendment of the following policies: 3001 - Budget and Property Tax Request, 3003.1 - Bidding for Construction, Remodeling, Repair or Related Projects financed with Federal Funds, 3004.1 - Fiscal Management for Purchasing and Procurement Using Federal Funds, 3033 - Lending Textbooks to Children Enrolled in Private Schools, 3036 - Purchasing (Credit) Card Program, 4003 - Drug Testing of Drivers, 4045 - Milk Expression, 4059 - Behavioral and Mental Health Training, 5003 - Admission of Part-Time Students, 5004 - Option Enrollment, 5035 - Student Discipline, 5049 - Firearms and Weapons, 5052 - School Wellness, 5062 - Lice and Nits, 5063 - Audio and Video Recording, 5064 - Title I Supplement, Not Supplant, 6004 - Curriculum Development.

To approve amendments to the following policies as proposed: 3001 - Budget and Property Tax Request, 3003.1 - Bidding for Construction, Remodeling, Repair or Related Projects financed with Federal Funds, 3004.1 - Fiscal Management for Purchasing and Procurement Using Federal Funds, 3033 - Lending Textbooks to Children Enrolled in Private Schools, 3036 - Purchasing (Credit) Card Program, 4003 - Drug Testing of Drivers, 4045 - Milk Expression, 4059 - Behavioral and Mental Health Training, 5003 - Admission of Part-Time Students (required 10 credits), 5004 - Option Enrollment, 5035 - Student Discipline, 5049 - Firearms and Weapons, 5052 - School Wellness, 5062 - Lice and Nits, 5063 - Audio and Video Recording, 5064 - Title I Supplement, Not Supplant, and 6004 - Curriculum Development (1080 hours for Middle/High School) passed with a motion by Jennifer Boruch and a second by Jena Ockander.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

6.2.6. Discuss lunch prices for the 2023-2024 school year.

To raise elementary student breakfast and lunch prices \$.10; middle/high school student breakfast prices \$.10 and lunch prices \$.15; and adult breakfast and lunch prices \$.30 for the 2023-2024 school year passed with a motion by Eric Yungdahl and a second by Daisy Naber. Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

7. Discussion Items

Superintendent Jason Lavaley suggested to the Board to raise substitute teacher pay to \$80.00 per half day and \$150.00 for a full day. It will be an action item during July's board meeting.

8. Next Meeting Dates and Times

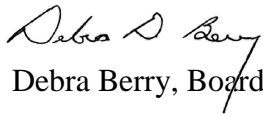
8.1. Regular meeting, July 10, 2023, 6:00 PM at the Osceola Middle/High School Media Center.

9. Adjournment

To adjourn meeting at 7:32 PM passed with a motion by Eric Yungdahl and a second by Anthony Mestl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Respectfully submitted,



Debra Berry, Board Secretary Appointed

**Board Report – Monthly
GENERAL FUND**

Posted - During Check Cycle; Fund Number 01; Processing Month 07/2023

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
34845	APPLE, INC.	LAPTOPS	3,895.00
34846	BALOUN & SONS MOWING CO.	MOWING	1,125.00
34847	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	1,934.54
34848	CONTROL SERVICES, INC.	SERVICE CONTRACT	1,280.17
34849	EAKES OFFICE PLUS	SUPPLIES	561.88
34850	EDUCATIONAL SERVICE UNIT #7	JOHN BAYLOR ON TO COLLEGE	1,408.00
34851	ENGEL, RONNIE	COMPUTER PARTS REIMB.	1,330.28
34852	ESTECH SYSTEMS, INC.	PHONE SERVICES	106.90
34853	ESU #7 SPECIAL EDUCATION DEPT	SRS SOFTWARE / SPED SERVICES	6,121.44
34855	ESU COORDINATING COUNCIL	MOVIE LICENSING	330.00
34856	EVERINGHAM STUMP REMOVAL LLC	TREE STUMP REMOVAL	100.00
34857	FRONTIER COOPERATIVE COMPANY	FUEL	620.52
34858	GARY'S PLUMBING, LLC	SUPPLIES	27.48
34859	GOPHER	PE SUPPLIES	838.82
34860	JOHNSON CONTROLS FIRE PROTECTION LP	FIRE SYSTEM CONTRACT	292.89
34861	LOVE SIGNS, INC.	BANNERS	1,380.00
34862	MATHESON TRI-GAS, INC.	SUPPLIES	36.65
34863	MENARDS	SUPPLIES	499.29
34864	MID-AMERICAN RESEARCH CHEMICAL	MS/HS GYM REFINISH	5,545.25
34865	MIDLAND IRRIGATION	SPRINKLER SYSTEM	745.19
34866	MOSA MACK SCIENCE	INTERACTIVE SCIENCE UNIT LICENSES	692.45
34867	NE COUNCIL OF SCHOOL ADMINISTR	CONFERENCE REGISTRATION	370.00
34868	OPTUM	FLEX PLAN FUNDING	150.00
34869	OSCEOLA FOOD MART	SUPPLIES	137.86
34870	OSTMEYER LAWN SERVICE	FERTILIZER	825.00
34871	PINNACLE BANK	SUPPLIES	270.71
34872	PINNACLE BANK	SUPPLIES	149.70
34873	PINNACLE BANK	SUPPLIES	117.00
34874	PINNACLE BANK	SUPPLIES	219.00
34875	POLK COUNTY RPPD	ELECTRICITY	10,880.71
34876	PRAIRIE CREEK FAMILY MEDICINE	BUS DRIVER PHYSICAL	95.00
34877	READ NATURALLY	REA LIVE LICENSES	690.00
34878	REALLY GOOD STUFF	SUPPLIES	48.67
34879	SCHMIDT SPEECH LANGUAGE PATHOLOGY SERVICES, LLC	SPEECH SERVICES	4,153.60
34880	SCHOLASTIC, INC.	SUBSCRIPTIONS	1,349.64
34881	SIEMENS INDUSTRY, INC.	SMOKE DETECTORS	155.13
34882	SPARROW PUBLICATIONS, LLC	PRINTING	331.11

Board Report - Monthly

Posted - During Check Cycle; Fund Number 01; Processing Month 07/2023

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
34884	STUDENT ASSURANCE SERVICES, IN	CATASTROPHIC INSURANCE	501.05
34885	TEACHING STRATEGIES, LLC	COMPUTER SOFTWARE	909.50
34886	TONNIGES CHEVROLET, INC.	DRIVERS ED CAR RENTAL	2,071.00
34887	TRI CITY SIGN COMPANY	SIGN REPAIRS	1,119.05
34888	TRIPLE "S" SERVICE, LLC	GARBAGE SERVICE	575.00
34889	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	COPIER LEASE	<u>104.56</u>

Checking Account Total: 54,095.04

Checking 1 (Automatic Payments)

588	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	13.81
587	MG TRUST COMPANY	TSA PAYABLE	907.00
586	PINNACLE BANK	SUPPLIES	19,178.38
582	PINNACLE BANK	SUPPLIES	335.00
585	PINNACLE BANK	SUPPLIES	6.96
584	PINNACLE BANK	SUPPLIES	22.82
583	PINNACLE BANK	SUPPLIES	15.00
581	PINNACLE BANK	SUPPLIES	8,081.51
589	PLIC - SBD GRAND ISLAND	LTD INSURANCE	<u>1,048.65</u>

Checking Account Total: 29,609.13

Checking 4 (Prepaid Payments)

2230	LINCOLN JOURNAL STAR	ADVERTISEMENTS	1,957.28
2223	TSA TEAMS	REGISTRATION FEES	<u>100.00</u>

Checking Account Total: 2,057.28

TOTAL CHECKS & PREPAIDS
TOTAL PAYROLL
GRAND TOTAL

85,761.45
269,063.44
354,824.89



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

Invoice #: Mem 145
Date: 7/1/2023

Bill To:

Osceola Public Schools
PO Box 198
Osceola NE 68651

For: NRCSA Membership Dues

Description	Amount
<i>2023-24 NRCSA Membership Dues</i>	<i>\$850.00</i>
Invoice Total	<i>\$850.00</i>

Make all checks payable to **NRCSA**

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



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

<p><u>STATE LEGISLATIVE ADVOCACY</u> NRCSA is active in representing rural public schools in the Unicameral. The Executive Director is the main spokesperson for NRCSA, but is also represented by the lobbying firm of Nowka and Edwards. NRCSA's Legislative Committee includes 20 Superintendents from member schools and helps to direct the legislative efforts of the organization.</p>	<p><u>RURAL ADVOCACY</u> NRCSA is the only organization that speaks solely on behalf of public rural schools in the State of Nebraska. Other groups do a great job of representing their members, but at times cannot take a stand as they represent both very large and smaller districts. NRCSA is not necessarily tied down along those lines.</p>	<p><u>SUPERINTENDENT SEARCHES</u> NRCSA's Superintendent Search Service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska. The service is available to all Nebraska school districts, with member districts paying a lower rate than non-member districts. A professional cost effective proposal and fee structure is available upon request.</p>
<p><u>PLANNING WORKSHOPS</u> The NRCSA Planning Support Service is an elective service that assists districts in planning and goal-setting. The service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska.</p>	<p><u>NATIONAL ADVOCACY</u> NRCSA is a member of the National Rural Education Advocacy Consortium (NREAC), which represents the interests of rural public schools in national forums where education issues are decided.</p>	<p><u>PRINCIPAL SEARCHES</u> During the 2022-23 year, NRCSA added a Principal Search service. NRCSA consultants will work with the Superintendent to conduct a search for Principal candidates.</p>
<p><u>COMMUNICATIONS</u> NRCSA provides regular updates from the Executive Director to member schools. A more in-depth update is provided to all members just prior to monthly Board of Education meetings. The NRCSA webpage is www.nrcsa.net. NRCSA also has a social media presence on Twitter (@NRCSA1980) and on Facebook (www.facebook.com/nrcsahome).</p>	<p><u>SPRING CONFERENCE</u> NRCSA offers an annual conference in Kearney in March. The conference targets issues and interests of rural schools. An opportunity is created to network with other rural school districts and to interact directly with policymakers and NRCSA leaders.</p>	<p><u>LEGISLATIVE FORUM</u> During each legislative session NRCSA offers a forum for Board members and administrators. The forum provides the opportunity to hear from Senators as to what is happening in the Unicameral, as well as to provide input to Senators. The forum is held in Lincoln.</p>
<p><u>DISTRICT MEETINGS</u> Each fall NRCSA conducts a meeting in each of the six membership districts. These meetings provide an opportunity for rural schools to connect with NRCSA leadership on a face-to-face basis</p>	<p><u>US BANK ONE CARD PROGRAM</u> NRCSA has partnered with US Bank to provide this unique purchase card program for school districts. Individual school districts decide which staff members receive purchase cards. The district has control over where purchases can be made and for what amounts. This can be especially helpful when sending sponsors out with student groups.</p>	<p><u>NRCSA AWARDS</u> NRCSA annually recognizes individuals who are outstanding at serving member districts. At the Spring Conference each year NRCSA recognizes an Outstanding Elementary Teacher, Secondary Teacher, Classified Staff Member, ESU Staff Member, Music Teacher, Principal, Board of Education Member, and Superintendent/ESU Administrator.</p>
<p><u>NRCSA EXECUTIVE BOARD</u> The 10-member Executive Board provides leadership and direction for the organization. Each of the six NRCSA districts is represented by at least one Superintendent from a district within the district.</p>	<p><u>NRCSA SCHOLARSHIPS</u> NRCSA annually awards 20 \$2,000 scholarships to high school seniors from NRCSA-member schools who are entering college with the goal of becoming school teachers. NRCSA also presents two \$2,000 Gary Fisher Scholarships to high school seniors going into the fine arts.</p>	<p><u>EXCESS EQUIPMENT CLEARINGHOUSE</u> A free service to member districts and ESUs is the opportunity to post items for sale to all other members. Items such as vehicles, scoreboards, weight equipment, and text books have been posted on behalf of members.</p>
<p><u>NEBRASKANS UNITED</u> NRCSA is a strong member of this group which includes most education and ag-related organizations in the State. The purpose is to work to provide property tax relief, as well as to protect and promote funding to public education.</p>	<p><u>CORONAVIRUS ISSUES</u> Over 100 NRCSA member Superintendents and ESU Administrators worked together to produce NRCSA's Reopening Document to help districts develop their own plans for reopening school in the fall. Over 70 rural educators worked together to develop Remote Learning Assistance sites for teachers and administrators.</p>	<p><u>LEADERSHIP OPPORTUNITIES</u> Each year there are over 70 leadership positions on the Executive Committee or other NRCSA committees that provide opportunities for member Superintendents.</p>
<p><u>EDUCATION ASSOCIATIONS COALITION</u> NRCSA is an active member of this group that is comprised of all of the major education associations in the state. The purpose of the group is to work together on legislative issues facing public education.</p>	<p><u>NATIONAL RURAL EDUCATION ASSOCIATION</u> NRCSA is a strong member of the NREA. The NREA provides leadership on issues facing rural education on the national level. Dr. Jon Habben, former NRCSA Executive Director of NRCSA, has served as the President of NREA the past two years.</p>	<p><u>RURAL TEACHER SHORTAGE</u> NRCSA has started a Rural Teacher Committee that was established to find ways to address the shortage of teachers in rural schools. Twelve member Superintendents work with representatives from Chadron State College, Wayne State College, and Peru State College in this work</p>

"QUALITY RURAL SCHOOLS"

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

CLIENT SERVICES AGREEMENT



Soliant Health, LLC (hereafter referred to as "Soliant"), and **OSCEOLA PUBLIC SCHOOLS** whose primary location is 565 S KIMMEL, OSCEOLA, NE 68651 hereafter referred to as "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.

Soliant, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.

Soliant will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

5. Competency and Licensing.

Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant for a period of one year after the latest date of introduction, referral,

CLIENT SERVICES AGREEMENT



placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$21,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.

8. Equal Opportunity.

It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Soliant's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Soliant will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify Soliant of any errors, including billed hours or improper rates, within thirty (30) days of the date of invoice. Soliant shall resolve any error and provide corrected invoice mutually acceptable to both parties within a reasonable period. In the event client fails to dispute or report any errors within thirty (30) days, errors shall not be accepted as a disputed charge and invoices will be due and payable in full.

10. Payment Terms.

Client will be billed on a weekly basis for all services provided during the previous week. Client will pay Soliant based on the service charges specified in the Consultant Assignment Confirmation included as an addendum to this Agreement. Soliant pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Soliant will bill Client at one and on-half times the regular bill rate for all hours Soliant is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

11. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Soliant reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

12. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

13. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within three (3) business days of alleged failure. Failure to notify Soliant before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Soliant of time sheet and work performed discrepancies.

14. Incident and Error Tracking.

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

15. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-

CLIENT SERVICES AGREEMENT



place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

16. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's Consultant s are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant s assignment.

17. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

18. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

19. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

20. Unscheduled Facility Closure Policy.

Soliant will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Soliant. Soliant and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

21. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the current acceptable IRS reimbursement rate.

22. Issue Resolution.

CLIENT SERVICES AGREEMENT



In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

23. Indemnification.

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

24. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, shall be the only exceptions permitted under this Agreement.

Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

25. Family Education Rights and Privacy Act.

Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultant s assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

26. State Retirement System Notice.

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Soliant. Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Soliant if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Soliant of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Soliant by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Soliant. The Client and Soliant expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

27. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

28. Survival.



**ADDENDUM A
Terms of Teleservices Assignment**

PID: __

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

Soliant Health, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant Health, LLC for the hours worked by Telepractitioner under the following terms:

Telepractitioner:	Karen McHarry		
Client:	OSCEOLA PUBLIC SCHOOLS		
Assignment Start Date:	08/16/2023	Assignment End Date:	05/16/2024
Position:	Tele - SLP		
Hours per Week:	16.0		
Bill Rate per Hour	\$87.00	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	\$0.00		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous: N/A

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant Health or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant Health upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant Health in writing within three (3) business days of alleged failure. Client's failure to notify Soliant Health in writing within three (3) days period shall negate any Client invoicing dispute.

By: 114146 OSCEOLA PUBLIC SCHOOLS
 Print Name: Jason Lavaley
 Title: Superintendent
 Date: 6/30/2023



ADDENDUM B Teleservices Provisions

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 114146 OSCEOLA PUBLIC SCHOOLS

Print Name: Jason Laveley

Title: Superintendent

Date: 6/30/2023



Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 114146 OSCEOLA PUBLIC SCHOOLS
Print Name: Jason Lavoley
Title: Superintendent
Date: 6/30/2023



VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: 114146 OSCEOLA PUBLIC SCHOOLS

Print Name: *Jason Lavaley*

Title: *Superintendent*

Date: *6/30/2023*

6004 Curriculum Development

The board of education jealously guards its right, prerogative, and discretion to exercise local control of the curriculum development of the district to the greatest extent permitted by state and federal law, and has no intention of ceding such right, prerogative, or discretion.

The superintendent or his/her designee shall be responsible for providing and directing system-wide planning for curriculum, instruction, assessment and staff development.

The curriculum shall be standards-driven and accountability-based. The district's academic content standards shall be those required by the Nebraska State Board of Education in the subject areas of reading and writing (language arts), mathematics, and science only. The curriculum shall be articulated to include all programs and grade levels offered within the district, K-12 and, if applicable, shall include a preschool program. The curriculum shall reflect the comprehensive plan of the school district. All professional staff members are responsible for implementing the curriculum.

The superintendent or his/her designee will present this curriculum to the board for approval or modification.

The superintendent shall be responsible for establishing curriculum guides to articulate and coordinate the written curriculum, and to provide consistency of the written curriculum from one level of the district to the next. Curriculum guides shall provide for the development of the school district's curriculum and shall set academic standards, identify essential educational outcome criteria, and provide for the implementation, monitoring and evaluation of student learning.

Teachers are responsible for following the curriculum guides and teaching the written curriculum. Principals are responsible for monitoring the curriculum and evaluating teachers to ensure that they are teaching in compliance with the curriculum guides and written curriculum. The superintendent and his/her designee shall ensure that principals monitor the curriculum and evaluate teachers.

Curriculum and Textbook Adoption Schedule

The district will review curriculum and adopt associated textbooks on the following schedule.

SUBJECT AREAS	REVIEW	ADOPTION
Foreign Language Fine Arts/Music	2027-2028	2028-2029
K-12 Language Arts	2022-2023	2023-2024
Math	2023-2024	2024-2025
Science	2025-2026	2026-2027
Physical Ed/Health	2024-2025	2025-2026
Vocational	2027-2028	2028-2029
Social Studies	2026-2027	2027-2028
Financial Literacy	2023-2024	2024-2025
Computer Science and Technology	2024-2025	2025-2026

Adopted on: April 13, 2020

Revised on: July 10, 2023

Reviewed on: _____

6025
Student Cell Phone and Other Electronic Devices

Students may use cell phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion as outlined in the student handbook.

Adopted on: April 13, 2020

Revised on: July 10, 2023

Reviewed on: _____

6038 Artificial Intelligence

As used in this policy, artificial intelligence tools (“AI Tools”) mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChaptGPT, Google Bard, and other chatbots.

The board recognizes that among other resources, when properly used, AI Tools may provide valuable source information to students and teachers in relation to the district’s academic curriculum and assignments. Student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Unless an individual teacher affirmatively communicates to students that AI Tools may be used for a specific assignment, then AI Tools may not be used. Individual teachers will decide for each individual assignment the extent to which students may use AI Tools for such assignment. Teachers are encouraged to make such a decision in advance of students being given the individual assignment in question.
2. Teachers will communicate to all students responsible for completing an assignment the extent to which such students may use AI Tools in connection with such assignment. Teachers will endeavor to include in such communications examples of permissible and impermissible uses of AI Tools.
3. If a student uses any AI Tools in connection with a school assignment, the student must comply with the following:
 - a. The student must explicitly disclose to the teacher in writing that the student used an AI Tool and the specific AI Tool used.
 - b. In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give proper attribution to the AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not

necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.

- c. In no instance may the output from one or more AI Tools be copied and placed within a student’s work as if the student wrote such section himself or herself. For example and not limitation, students may not outsource the organization or the writing of any written work to any AI Tool.
4. A student’s failure to meet the requirements stated in this policy will constitute a violation of the district’s prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.
5. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

Adopted on: _____

Revised on: _____

Reviewed on: _____