

Board of Education Regular Meeting

September 14, 2020 7:00 PM

District Board Office, Central Services
Building
14801 South 108 Street
Springfield, NE 68059-4925

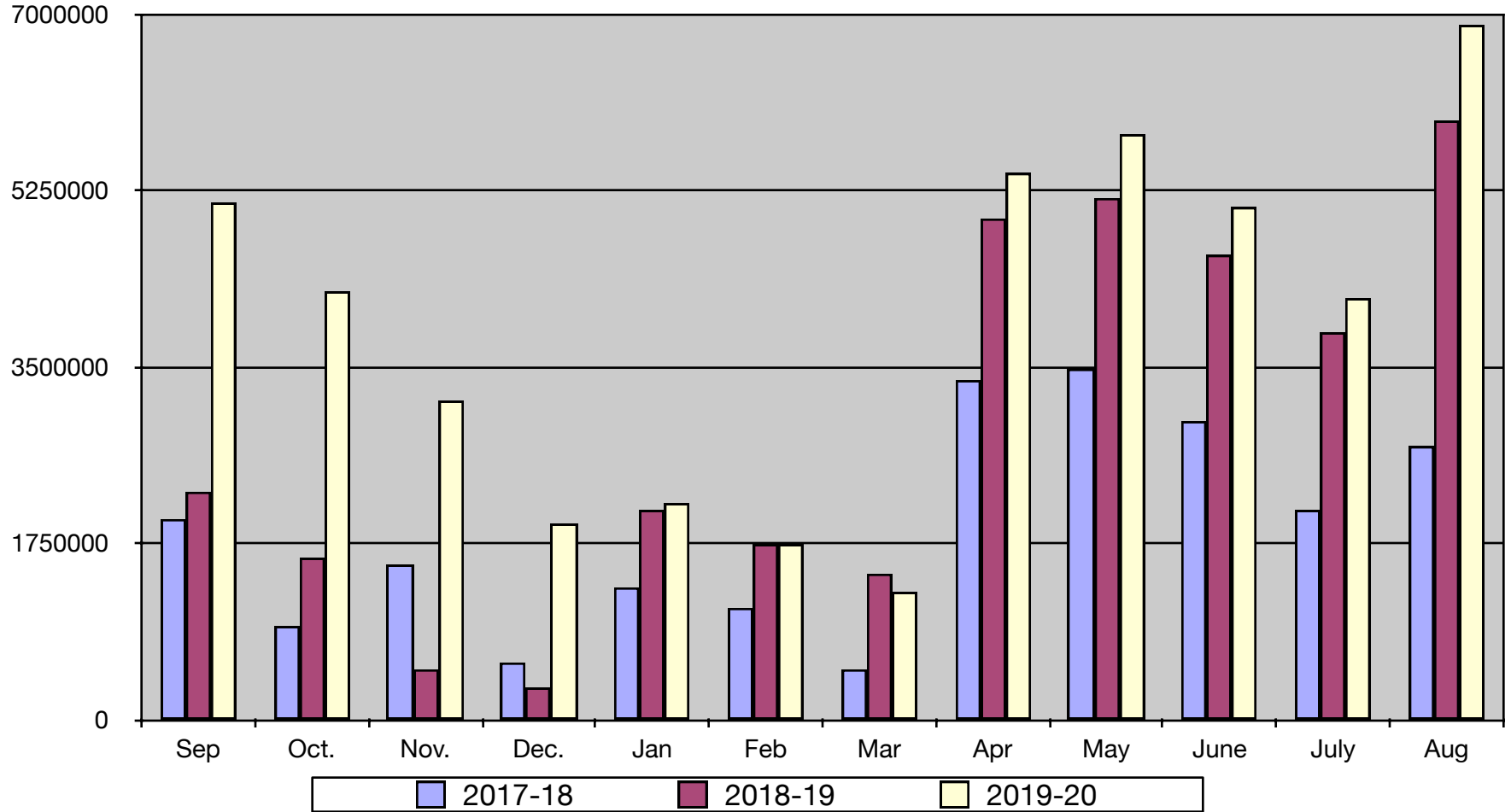
Agenda

- I. Policy Committee Meeting
- II. Finance Committee Meeting
- III. Call to Order and Roll Call
- IV. Notice of Open Meetings Act - Posted
- V. Consent Agenda
 - A. Minutes of the Previous Month's Meetings
 - B. Treasurer's Report
 - C. Statement of Activity Fund Accounts
 - D. Recommendation for Bill Payment
- VI. Items From Patrons on Agenda Items
- VII. Old Business
 - A. OPAA report on lunch services
 - B. 2nd and Final Reading of Policies 1040, 1200, 4002, 4003, 4003a, 4003b, 4260, 5001, 5103, 5401, 5401z, 5406, 5506, 6283A, 7060, 7070.
 - C. Budget Resolution for 2020-21
 - D. Use of Facilities Agreement with SYAA
- VIII. New Business
 - A. Social Media Rules of Engagement
 - B. Transfer of District Boundary to Bellevue Public Schools of Approximately 40.651 acres in Belle Lago South Addition as Presented.
 - C. Resolution for Staff Leave During Pandemic
 - D. Addendum to Agreement for Use of City of Springfield Municipal Property for Sports or Other Recreational Activities
 - E. Discussion of Upcoming High School Activities
 - F. Alteration of School Calendar in 2020-21 to Allow for Additional Teacher Plan Time
 - G. Addendum to Negotiated Agreement 2020-21 and 2021-22
- IX. Reports
 - A. Policy Committee Update
 - B. Facility Improvement Updates
 - C. Student and Staff Successes
- X. Items from Patrons on Items Not on Agenda
- XI. Advance Planning
- XII. Adjourn

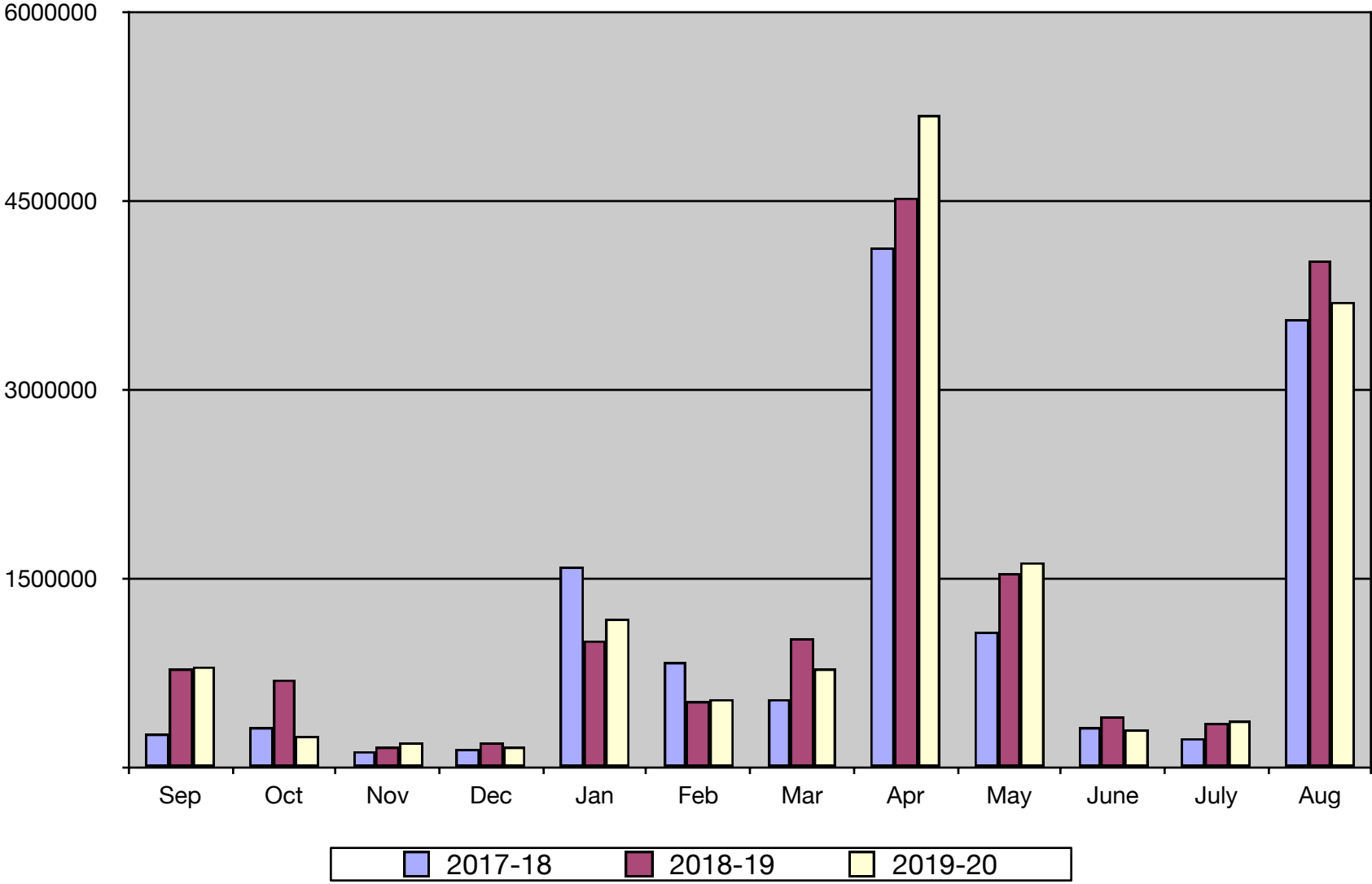
CASH COMPARISONS as of August 31, 2020

			2017-18	2018-19	2019-20
	May	General Fund	\$ 3,495,774.48	\$ 5,189,232.22	\$ 5,814,162.64
		Emp. Benefit Fund	\$ 2,514.56	\$ 174,909.45	\$ 175,152.50
		Building Fund	\$ 1,384,334.85	\$ 1,400,583.44	\$ 1,909,071.50
		School Lunch	\$ 113,584.51	\$ 118,252.43	\$ 156,719.82
		Bond Fund	\$ 282,939.19	\$ 279,394.15	\$ 306,452.81
		Depreciation Fund	\$ 2,503.28	\$ 37,542.69	\$ 72,630.96
		QCPUF	\$ 196,755.19	\$ 193,165.44	\$ 177,624.81
		May Total	\$ 5,478,406.06	\$ 7,393,079.82	\$ 8,611,815.04
	Jun	General Fund	\$ 2,957,801.65	\$ 4,622,005.90	\$ 5,090,931.48
		Emp. Benefit Fund	\$ 2,514.66	\$ 174,929.58	\$ 175,167.86
		Building Fund	\$ 1,079,393.94	\$ 1,441,218.08	\$ 1,939,152.68
		School Lunch	\$ 79,029.68	\$ 130,648.09	\$ 156,392.80
		Bond Fund	\$ 288,554.86	\$ 286,406.80	\$ 300,676.84
		Depreciation Fund	\$ 2,503.38	\$ 37,547.01	\$ 72,637.33
		QCPUF	\$ 201,547.76	\$ 199,700.64	\$ 168,297.22
		June Total	\$ 4,611,345.93	\$ 6,892,456.10	\$ 7,903,256.21
	July	General Fund	\$ 2,082,417.89	\$ 3,843,443.59	\$ 4,192,685.14
		Emp. Benefit Fund	\$ 2,514.77	\$ 174,953.30	\$ 175,179.28
		Building Fund	\$ 1,501,007.30	\$ 1,260,387.86	\$ 1,795,116.77
		School Lunch	\$ 70,043.29	\$ 94,210.91	\$ 179,627.36
		Bond Fund	\$ 293,385.69	\$ 293,554.79	\$ 308,436.08
		Depreciation Fund	\$ 2,503.49	\$ 37,552.10	\$ 72,642.07
		QCPUF	\$ 204,831.08	\$ 185,224.98	\$ 173,652.57
		July Total	\$ 4,156,703.51	\$ 5,889,327.53	\$ 6,897,339.27
	August	General Fund	\$ 2,746,141.00	\$ 5,957,180.17	\$ 6,789,869.55
		Emp. Benefit Fund	\$ 362,694.00	\$ 174,974.87	\$ 175,188.21
		Building Fund	\$ 2,827,357.00	\$ 2,297,799.28	\$ 2,442,023.39
		School Lunch	\$ 101,890.00	\$ 127,840.72	\$ 230,392.40
		Bond Fund #1	\$ 436,683.00	\$ 441,473.19	\$ 440,356.67
		Bind Fund #2	N/A	N/A	\$ 9,854,139.03
		Depreciation Fund	\$ 37,504.00	\$ 72,557.30	\$ 72,645.77
		QCPUF	\$ 253,256.00	\$ 287,824.55	\$ 260,214.10
		August Total	\$ 6,765,525.00	\$ 9,359,650.08	\$ 20,264,829.12

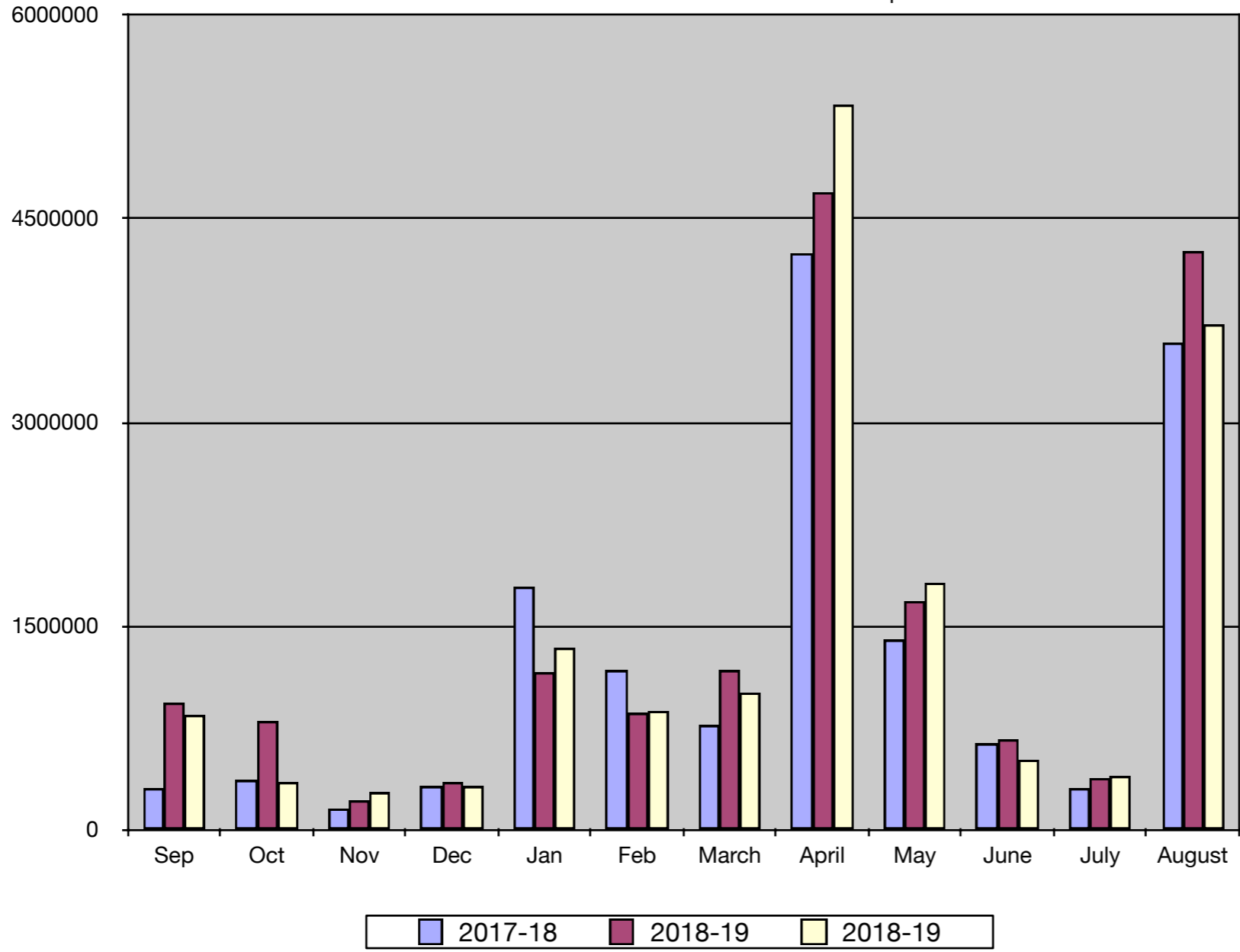
General Fund Balance 2019-20



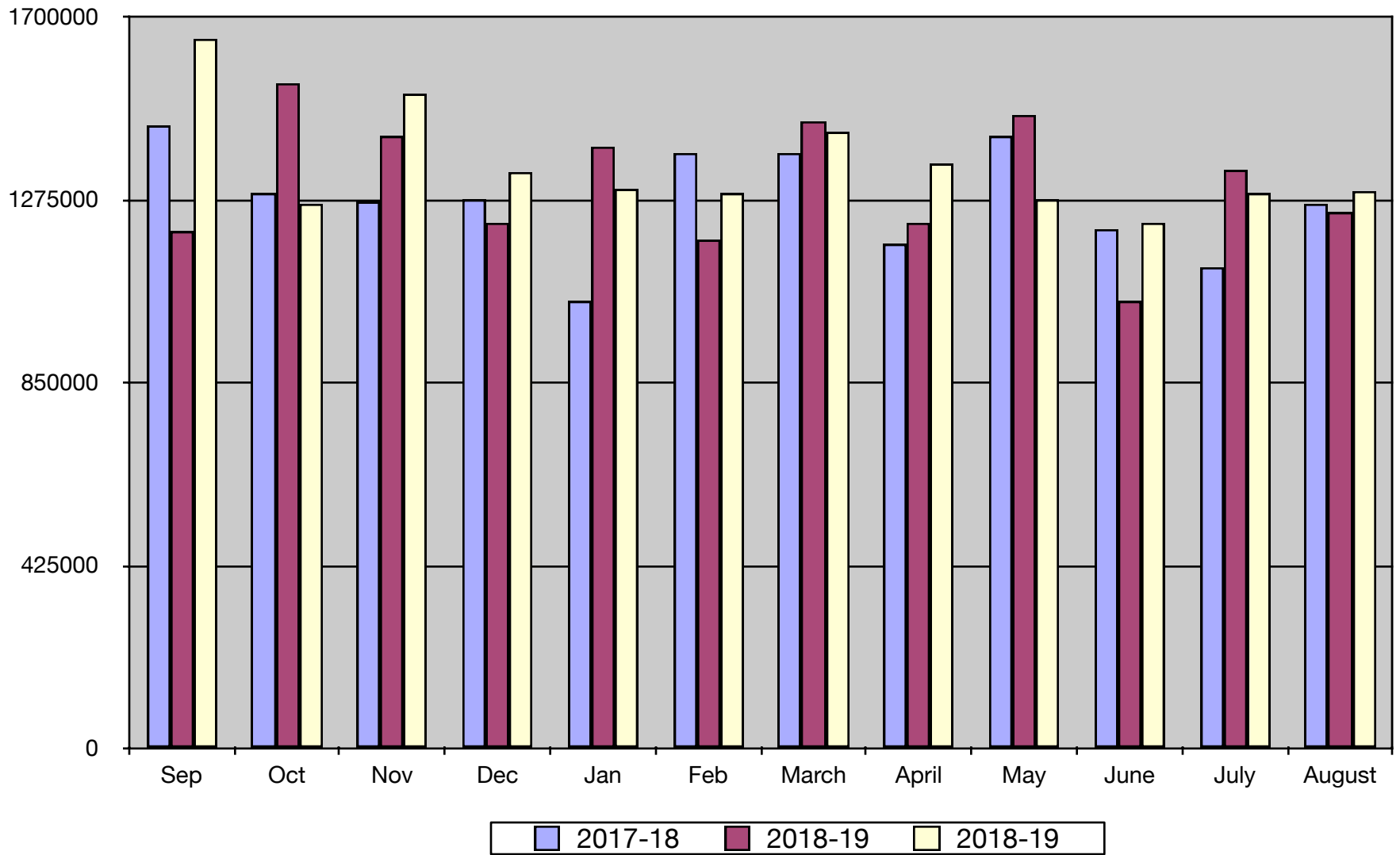
General Fund Tax Draws 2019-20



General Fund Receipts 2019-20



General Fund Expenses 2019-20



Balance as of last day of the month			
Month	2017-18	2018-19	2019-20
September	1,984,435	2,262,784	5,146,012
October	936,121	1,621,237	4,256,601
November	1,539,467	505,607	3,159,199
December	569,963	332,184	1,941,566
January	1,317,686	2,074,009	2,162,383
February	1,108,010	1,753,972	1,746,377
March	492,422	1,457,617	1,277,310
April	3,370,417	4,986,650	5,439,299
May	3,495,774	5,189,232	5,814,163
June	2,957,802	4,622,005	5,090,931
July	2,082,418	3,843,444	4,192,685
August	2,726,141	5,957,180	6,897,339
Tax Draw			
Month	2017-18	2018-19	2019-20
September	276,440	794,849	811,549
October	326,128	710,175	252,712
November	132,012	167,822	209,289
December	147,813	203,071	177,342
January	1,605,719	1,020,166	1,185,326
February	850,222	527,109	552,015
March	551,197	1,034,931	787,244
April	4,141,618	4,537,279	5,192,561
May	1,081,821	1,547,306	1,633,856
June	323,240	419,632	309,899
July	240,789	367,067	380,480
August	3,569,340	4,024,777	3,703,578
TOTALS	13,246,339	15,354,184	15,195,851
Receipts			
Month	2017-18	2018-19	2019-20
September	303,673	933,659	835,820
October	363,527	800,221	346,905
November	157,941	218,493	266,213
December	321,937	342,310	309,966
January	1,786,926	1,161,150	1,331,404
February	1,172,567	861,570	876,798
March	765,540	1,176,426	1,002,911
April	4,250,577	4,695,060	5,343,958
May	1,388,936	1,676,490	1,812,553
June	630,658	665,861	512,757
July	303,192	369,171	393,226
August	3,583,648	4,266,167	3,713,453
TOTALS	15,029,122	17,166,578	16,745,964
Expenses			
Month	2016-17	2017-18	
September	1,447,001	1,203,738	1,646,988
October	1,290,069	1,546,444	1,265,293
November	1,271,215	1,423,600	1,522,015
December	1,276,574	1,221,604	1,340,222
January	1,039,562	1,399,770	1,298,525
February	1,381,656	1,184,238	1,292,350
March	1,382,093	1,458,853	1,430,608
April	1,172,798	1,220,185	1,360,785
May	1,421,208	1,472,957	1,275,712
June	1,209,278	1,037,630	1,221,768
July	1,116,789	1,344,436	1,291,910
August	1,266,339	1,247,098	1,296,132
TOTALS	15,274,582	15,760,553	16,242,308

Board of Education Regular Meeting

Monday, August 10, 2020 7:00 PM

The Finance Committee started at 6:30p.m. Sherman, Swanson, Roseland, Fisher, Icenogle were present. Finance reports were reviewed by the committee. Discussion of the bills took place. The committee meeting adjourned at 6:46 p.m.

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, August 10, 2020, at the District Board Office, Central Services Building. Present: Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Absent: None.

Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgement of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Swanson informed the board and the public that the Act is located on the west wall of the board room.

Action to approve the Consent Agenda as presented passed with a motion by Sherman and a second by Roseland. Vote: Yeas- Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays-None.

There were no items from patrons on agenda items.

A representative from Ally Poyner Machietto Architects updated the Board on the Elementary Bond Building Projects.

Action to approve the updated school reopening plans for 2020-21 passed with a motion by Sherman and a second by Fisher. Vote: Yeas- Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays-None.

Action to not allow any outside program use of district facilities in school buildings in grades K- 8 indoors. The high school indoor facilities and all school building outdoor facilities may be used for youth programs with district students only and with appropriate safety plans approved by the administration. Liability insurance from the organization must be presented with a request for use of facilities passed with a motion by Fisher and a second by Osborn. Vote: Yeas- Fisher, Osborn, Roseland, Sherman, Swanson. Nays-Icenogle.

The Policy Committee has reviewed policies--1040, 1200, 3560, 4002, 4003, 4003a, 4003b, 4260, 5101, 4190, 5001, 5103, 5401, 5401z, 5406, 5506, 6111, 6117, 6283A, 6380, 7060, 7070, presented for 1st reading as required by policy. Action will take place during the second reading. Policies 1200, 3560, 5101, and 4190 will be excluded from the second reading to be further reviewed at the next Policy Committee meeting.

Action to approve the athletics fall procedures manual as presented. passed with a motion by Sherman and a second Roseland. Vote: Yeas- Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays- None.

The Board reviewed the NASB notes.

Superintendent Richards presented the 2020-2021 budget based on the preliminary valuation from the county.

There were no items from patrons on items not on the agenda.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to adjourn the meeting at 9:08 p.m. passed with a motion by Sherman and a second by Roseland. Vote: Fisher, Icenogle, Osborn, Sherman, Swanson. Nays-None.

Board of Education Work Session

Monday, August 24, 2020 7:00 PM

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00p.m., Monday, August 24, 2020, at the District Board Office, Central Services Building. Present: Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Absent: None.

Notice of the meeting was given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgement of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Statute 84- 1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Swanson informed the board and the public that the Act is located on the west wall of the board room.

There was no public comment.

PHS Principal and Superintendent discussed with the Board the updated Fall activities and athletics plan with more detailed discussions on capacity at each indoor and outdoor venue.

The Site Committee updated the Board on site and facility planning.

The Board discussed in detail, school reopening plans associated with COVID19, ALICAP District Property and Liability Insurance going away on Sept. 1, 2020 for communicable diseases, and the Budget and Tax Requests for 2020- 2021 were updated and presented to the Board. Both hearings will now be on Sept. 11, 2020.

Action to approve the Notice to Proceed for Turco for mass grading and TSI for utilities as presented passed with a motion by Sherman and a second by Fisher.

Vote: Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays-None.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to adjourn the meeting at 8:48 p.m. passed with a motion by Sherman and a second by Roseland, Vote: Yeas- Fisher, Icenogle, Osborn, Roseland, Sherman, Swanson. Nays- None.

SPRINGFIELD STATE BANK
600 MAIN ST
SPRINGFIELD, NE 68059-3220
Tel: (402)253-2222

SPRINGFIELD PLATTEVIEW COMM
STUDENT FEE ACCOUNT
14801 S 108TH ST
SPRINGFIELD NE 68059

Statement Date: 08/31/2020 Enclosures: (0)

Account No.: 4151129 Page: 1

REGULAR CHECKING ACCOUNT SUMMARY

Category	Number	Amount
Balance Forward From 07/31/20		1,057.58
Debits		0.00
Ending Balance On 08/31/20		1,057.58
Average Balance (Collected)	1,057.58+	

Direct Inquiries About Electronic Entries To:
Phone: (402) 253 - 2222

AVERAGE AND MINIMUM BALANCES

Average Ledger Balance :	1,057.58	Minimum Ledger Balance :	1,057.58
Average Collected Balance :	1,057.58	Minimum Collected Balance :	1,057.58
Average Available Balance :	1,057.58	Minimum Available Balance :	1,057.58

OVERDRAFT FEE SUMMARY

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

This Statement Cycle Reflects 31 Days

FOR "A CYBERSECURITY GUIDE FOR CONSUMERS" GO TO
[HTTPS://WWW.FDIC.GOV/CONSUMERS/ASSISTANCE/PROTECTION/
BROCHURES/CYBERCUSTOMER.PDF](https://www.fdic.gov/consumers/assistance/protection/brochures/cybercustomer.pdf)

PRIVACY NOTICE

Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at springfieldstatebank.com/documents/annual-privacy-notice.pdf or we will mail you a free copy upon request if you call us at 402-253-2222

Aug. 2020 Admin. Revolving

Administrative
9/2/2020

Date	Num	Transaction	Payment	C
8/11/2020	5854	RUNZA cat: NEW STAFF LUNCH memo: 01-2-02310-890-000-01	194.99	R
8/12/2020	TXFR	TraNSFER FROM GENERAL cat: /july 2020 payables transfer		R
8/12/2020	5855	JIMMY JOHNS cat: NEW STAFF LUNCH memo: 01-2-02310-890-000-01	679.34	R
8/13/2020	5853	POSTMASTER-SPRINGFIELD cat: POSTAGE memo: 01-2-02510-531-000-01	110.00	R
8/13/2020	5856	JIMMY JOHNS cat: NEW STAFF LUNCH memo: 01-2-02310-890-000-01	685.52	R
8/14/2020	5858	FED EX OFFICE cat: COPIES memo: 01-2-01200-890-000-01	692.59	R
8/14/2020	5859	JERZIES BAR & GRILL cat: Meals-Custodial Staff memo: 01-2-02310-890-000-01	142.70	R
8/14/2020	5860	CRST SPECIALIZED TRANSPORTATION cat: COPIER LEASE RETURN memo: 01-2-02510-890-000-01	1,951.10	
8/25/2020	5861	FED EX OFFICE cat: COPIES memo: 01-2-01200-890-000-01	173.36	R
8/25/2020	5862	POSTMASTER-SPRINGFIELD cat: POSTAGE memo: 01-2-02510-531-000-01	55.15	R
8/26/2020	5863	NE SECRETARY OF STATE cat: NOTARY FEE memo: 01-2-02510-890-000-01	30.00	
8/26/2020	5864	NE SECRETARY OF STATE cat: NOTARY FEE memo: 01-2-02510-890-000-01	30.00	
8/27/2020	5865	POSTMASTER-SPRINGFIELD cat: POSTAGE memo: 01-2-02510-531-000-01	8.00	

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS

Treasurer's Report

For the month ended August 31, 2020

<u>General Fund Now Account</u>			
Bank Balance: Beginning of Reporting Period			\$ 360,778.86
Deposits:			
Springfield State Bank - Interest	\$ 19.11		
Transfer from Admin Revolving	\$ 0.00		
Transfers from Investment Account	\$ 1,295,929.63		
Transfers from Bond Fund	\$ 0.00		
Transfer from QCPUF	\$ 0.00		
Transfers from Lunch Fund Investment	\$ 3,616.00		
Transfers from Building Fund Investment	\$ 153,607.94		
			\$ 1,453,172.68
			\$ 1,813,951.54
Disbursements			
Bank Balance: End of Reporting Period			\$ 357,550.67
Outstanding Checks: End of Reporting Period			\$ 29,906.51
NOW Account Balance: End of Reporting Period			\$ 327,644.16
<u>General Fund Investment Account</u>			
Available Balance: Beginning of Reporting Period			\$ 4,043,514.23
Deposits:			
Springfield State Bank - Interest	\$ 301.80		
Sarpy County Treasurer - Local Taxes	\$ 3,539,985.39		
Sarpy- MVT	\$ 163,593.36		
State Aid	\$ 0.00		
SPED SA Reimb- State	\$ 0.00		
Rentals	\$ 0.00		
Federal- IDEA SPED, Title, Perkins, etc.	\$ 0.00		
Medicaid	\$ 7,223.29		
County Fines/City Fees/ Liquor Licenses	\$ 0.00		
Summer School/ Preschool payments	\$ 2,100.00		
Refunds/ Reimbursements/ Payments	\$ 250.00		
iPad Fees and Insurance	\$ 0.00		
			\$ 3,713,453.84
			\$ 7,756,968.07
Disbursements			
Transfers to General Fund NOW	\$ 1,295,929.63		
Administrative Revolving	\$ 0.00		
Transfer to Depreciation	\$ 0.00		
Returned checks/ fees/ overpayment	\$ 17.00		
Bank and other Service Charges	\$ 185.30		
			\$ 1,296,131.93
Investment Account Balance: End of Reporting Period			\$ 6,460,836.14
<u>General Fund Administrative Revolving Account</u>			
Available Balance: Beginning of Reporting Period			\$ 4,105.90
Deposits:			

Transfers From General Fund Investment Acc't	\$	17.00		
Transfers From Building Fund	\$	0.00		
			\$	17.00
			\$	4,122.90
Disbursements			\$	2,733.65
Bank Balance: End of Reporting Period			\$	1,389.25
Outstanding Checks: End of Reporting Period			\$	0.00
Admin. Revolving Account Balance: End of Reporting Period			\$	1,389.25
General Fund Administrative Revolving Account			\$	1,389.25
General Fund NOW Account			\$	327,644.16
General Fund Investment Account			\$	6,460,836.14
TOTAL GENERAL FUND BALANCE			\$	6,789,869.55
<u>Employee Benefit Fund</u>				
Available Balance: Beginning of Reporting Period			\$	175,179.28
Deposits:				
Springfield State Bank - Interest			\$	8.93
Transfers From General Fund Investment Acc't			\$	0.00
Bank Balance: End of Reporting Period			\$	175,188.21
Certificate of Deposit				
Available Balance: End of Reporting Period			\$	175,188.21
Disbursements			\$	0.00
TOTAL EMPLOYEE BENEFIT BALANCE			\$	175,188.21
<u>Special Building Fund Investment Account</u>				
Available Balance: Beginning of Reporting Period			\$	1,795,116.77
Deposits:				
Land Transfers	\$	88,822.00		
Springfield State Bank - Interest	\$	112.78		
Lease Purchase Reimbursement	\$	122,974.51		
Sarpy County Treasurer - Local Taxes	\$	588,605.27	\$	800,514.56
			\$	2,595,631.33
Disbursements	\$	153,607.94	\$	153,607.94
Available Balance: End of Reporting Period			\$	2,442,023.39
TOTAL SPECIAL BUILDING FUND BALANCE			\$	2,442,023.39
<u>School Lunch Investment Account</u>				
Available Balance: Beginning of Reporting Period			\$	179,627.36
Deposits:				
Springfield State Bank - Interest	\$	10.45		
Hot Lunches	\$	16,798.40		
State/Federal Aid	\$	37,592.19		
KidsCare Reimbursement/ Other	\$	0.00	\$	54,401.04
			\$	234,028.40

Disbursements			
Transfers to NOW	\$	3,616.00	
Transfer to Admin Revolving	\$	0.00	
Returned checks debit/fees	\$	20.00	
			\$ 3,636.00
Available Balance: End of Reporting Period			\$ 3,636.00
TOTAL SCHOOL LUNCH FUND BALANCE			\$ 230,392.40
<u>Bond Fund #1 Investment Account</u>			
Available Balance: Beginning of Reporting Period			\$ 308,436.08
Deposits:			
Springfield State Bank - Interest	\$	20.27	
Sarpy County Treasurer - Local Taxes	\$	131,900.32	\$ 131,920.59
			\$ 440,356.67
Disbursements			
Transfer to NOW			\$ 0.00
Available Balance: End of Reporting Period			\$ 440,356.67
TOTAL BOND FUND #1 BALANCE			\$ 440,356.67
<u>Bond Fund #2 Investment Account (2020)</u>			
Available Balance: Beginning of Reporting Period			\$ 9,853,636.90
Deposits:			
Springfield State Bank - Interest	\$	502.13	
Sarpy County Treasurer - Local Taxes	\$	0.00	\$ 502.13
			\$ 9,854,139.03
Disbursements			
Transfer to NOW			\$ 0.00
Available Balance: End of Reporting Period			\$ 9,854,139.03
TOTAL BOND FUND #2 BALANCE (2020)			\$ 9,854,139.03
<u>Depreciation Fund Account</u>			
Available Balance: Beginning of Reporting Period			\$ 72,642.07
Deposits:			
Springfield State Bank - Interest	\$	3.70	
Transfers from General Fund	\$	0.00	\$ 3.70
			\$ 72,645.77
Disbursements			
Transfer to NOW	\$	0.00	\$ 0.00
Available Balance: End of Reporting Period			\$ 72,645.77
TOTAL DEPRECIATION FUND BALANCE			\$ 72,645.77
<u>QCPUF Fund Account</u>			

Available Balance: Beginning of Reporting Period			\$ 173,652.57
Deposits:			
Transfer from Bond Fund	\$	0.00	
Springfield State Bank - Interest	\$	11.84	
Local Real Estate Taxes	\$	86,549.69	
			\$ 260,214.10
Disbursements			
Transfer to NOW	\$	0.00	
			\$ 0.00
Available Balance: End of Reporting Period			\$ 260,214.10
TOTAL QCPUF FUND BALANCE			\$ 260,214.10

Current Cash Balance

Sorted by Site ID, Group ID; Filtered by Site.
From 08/01/2020 to 08/31/2020.


Site ID Site Name
Group ID Group Name

			Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
PHS	Platteview High School						
A	Athletics		-2,980.85	802.30	6,220.74	901.16	-7,498.13
B	Activities		8,925.62	1,926.24	3,970.16	-68.27	6,813.43
C	Classes		51,861.79	1,322.00	7,098.02	0.00	46,085.77
D	Clubs/Organizations		18,511.82	0.00	1,040.00	0.00	17,471.82
E	Education		4,940.24	1,500.00	0.00	0.00	6,440.24
F	Fundraising		24,435.92	1,695.00	938.93	0.00	25,191.99
M	Miscellaneous		15,383.49	717.98	1,362.71	-2,088.64	12,650.12
N	Non-Active Accounts		730.33	0.00	730.33	0.00	0.00
	PHS Totals:		121,808.36	7,963.52	21,360.89	-1,255.75	107,155.24
	Report Totals:		121,808.36	7,963.52	21,360.89	-1,255.75	107,155.24

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.
From 08/01/2020 to 08/31/2020.

Site ID Group ID	Site Name Group Name Activity ID Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
PCJH	Platteview Central Jr High					
D	Clubs/Organizations					
	440 National Honor Society	643.58	0.00	0.00	0.00	643.58
	465 Student Council	615.49	0.00	0.00	0.00	615.49
	D Totals:	1,259.07	0.00	0.00	0.00	1,259.07
M	Miscellaneous					
	727 Destination Imagination	2,167.69	0.00	0.00	0.00	2,167.69
	745 Library	354.67	0.00	0.00	0.00	354.67
	750 Principal	3,160.95	0.00	42.67	0.45	3,118.73
	755 Parent Advisory Council	1,578.72	0.00	0.00	0.00	1,578.72
	765 Science In Motion	317.67	0.00	0.00	0.00	317.67
	M Totals:	7,579.70	0.00	42.67	0.45	7,537.48
	PCJH Totals:	8,838.77	0.00	42.67	0.45	8,796.55
	Report Totals:	8,838.77	0.00	42.67	0.45	8,796.55


 9-2-2020

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.
From 08/01/2020 to 08/31/2020.

Site ID Group ID	Site Name Group Name Activity ID Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
SE	Springfield Elementary					
D	Clubs/Organizations					
	465 Student Council	657.87	0.00	0.00	0.00	657.87
	D Totals:	657.87	0.00	0.00	0.00	657.87
M	Miscellaneous					
	727 Destination Imagination	4,942.05	0.00	0.00	0.00	4,942.05
	745 Library	1,728.58	0.00	50.25	0.00	1,678.33
	750 Principal	4,099.26	0.00	332.00	0.69	3,767.95
	760 Pop	298.34	0.00	0.00	0.00	298.34
	775 Walk-A-Thon	1,940.25	0.00	887.89	0.00	1,052.36
	M Totals:	13,008.48	0.00	1,270.14	0.69	11,739.03
	SE Totals:	13,666.35	0.00	1,270.14	0.69	12,396.90
	Report Totals:	13,666.35	0.00	1,270.14	0.69	12,396.90

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.
From 08/01/2020 to 08/31/2020.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
WE	Westmont Elementary							
D	Clubs/Organizations							
		465	Student Council	67.36	0.00	0.00	0.00	67.36
			D Totals:	67.36	0.00	0.00	0.00	67.36
M	Miscellaneous							
		727	Destination Imagination	3,551.42	0.00	0.00	0.00	3,551.42
		745	Library	4,583.49	0.00	59.00	-171.16	4,353.33
		750	Principal	2,153.01	315.61	145.15	171.16	2,494.63
		760	Pop	682.71	0.00	645.97	0.00	36.74
			M Totals:	10,970.63	315.61	850.12	0.00	10,436.12
			WE Totals:	11,037.99	315.61	850.12	0.00	10,503.48
			Report Totals:	11,037.99	315.61	850.12	0.00	10,503.48



Melissa Hasty
9/4/2020

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			1,378.23
Checks and Payments	2	Items	-70.00
Deposits and Other Credits	0	Items	0.00
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			1,308.23

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			1,308.23
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Balance as of 8/31/2020:			1,308.23
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			1,308.23

Springfield Platteview Community Schools

Check Payments By Fund Report - September 14, 2020

General Fund			
Payee	Account Code	Reason	Amount
AUL Special Pay Trust	01-2-01100-238-000-01	20/21 VSP Payment	\$154,786.94
Abe's Portables	01-2-02620-420-000-01	Satellite - Ball Field	\$114.63
Abe's Portables	01-2-02620-420-000-01	Satellite - PHS	\$675.00
AMAZON	01-2-01100-610-000-01	Supplies	\$410.75
AMAZON	01-2-01100-610-001-22	Supplies	\$90.20
AMAZON	01-2-01100-610-002-11	Supplies	\$1,217.45
AMAZON	01-2-01100-610-004-12	Supplies	\$4,296.45
AMAZON	01-2-01100-610-005-21	Supplies	\$1,318.40
AMAZON	01-2-01200-610-004-12	Supplies	\$120.26
AMAZON	01-2-01200-610-005-21	Supplies	\$1,210.44
AMAZON	01-2-01200-610-005-21	Supplies - Returned (Invoice #88485557595)	(\$328.69)
AMAZON	01-2-01200-640-000-11	Supplies	\$19.89
AMAZON	01-2-02151-610-004-12	Supplies	\$85.72
AMAZON	01-2-02210-610-000-01	Supplies	\$12.98
AMAZON	01-2-02210-640-000-01	Supplies	\$53.99
AMAZON	01-2-02410-610-001-22	Supplies	\$232.95
AMAZON	01-2-02610-610-001-22	Supplies	\$319.80
AMAZON	01-2-02620-610-000-01	Supplies	\$399.50
American Express	01-2-01100-610-002-11	Music In Motion	\$31.95
American Express	01-2-01100-610-002-11	Supplies	\$665.01
American Express	01-2-01100-610-005-21	PC	\$323.00
American Express	01-2-01100-610-005-21	Supplies	\$67.13
American Express	01-2-01100-643-000-01	Adobe	\$16.04
American Express	01-2-01100-643-000-01	Computer Hardware	\$19.99
American Express	01-2-01100-643-000-11	Software	\$100.00
American Express	01-2-01200-610-001-22	SPED Supplies D.Vahle	\$119.07
American Express	01-2-01200-610-001-22	SPED Supplies E.VanRoekel	\$119.07
American Express	01-2-01200-610-001-22	SPED Supplies L.Clark	\$119.07
American Express	01-2-01200-610-005-21	SPED Supplies M.Woodward	\$119.07
American Express	01-2-01291-610-000-10	SPED Supplies C.Johnson	\$119.08
American Express	01-2-01291-610-004-12	WEEC Supplies	\$60.81
American Express	01-2-02120-610-002-11	Paper Direct	\$113.46
American Express	01-2-02120-610-002-11	West Music Catalog	\$27.05
American Express	01-2-02140-610-000-01	SPED Supplies S.Dill	\$119.07
American Express	01-2-02140-810-000-01	NE School Psyc Dues - S.Dill	\$50.00
American Express	01-2-02152-610-000-01	SPED Supplies L.Wilson	\$119.07
American Express	01-2-02210-610-000-01	Supplies	\$40.99
American Express	01-2-02210-640-000-01	Books	\$2,008.60
American Express	01-2-02210-650-000-01	Learning w/o Teaching	\$1,537.69
American Express	01-2-02410-643-001-22	Software	\$313.20
American Express	01-2-02510-890-000-01	Notary Public - B. Eliff	\$163.26
American Express	01-2-02510-890-000-01	Notary Public - L.Richards	\$163.26
American Express	01-2-02620-610-000-01	Supplies - Maintenance	\$399.50
American Express	01-2-02650-626-000-01	Fuel	\$296.03
American Express	01-2-06996-610-000-01	Supplies	\$429.34
American Express	01-2-06996-610-000-01	Supplies - COVID	\$7,725.07
American Express	01-2-06996-610-000-01	Supplies- Covid	\$2,425.87
AMPLIFY.	01-2-02210-640-000-01	SE - DIBELS	\$8,845.35
AMPLIFY.	01-2-06200-640-000-01	PC - Science Books & Materials	\$4,057.98
Apple Inc.	01-2-02210-643-000-01	Volume Purchase Program Credit for Education	\$11,000.00
Apple Inc.	01-2-06996-650-000-01	2-STM DUX PLUS DUO 10.2" IPADS	\$699.00
ARR-Boone Brothers Roofing	01-2-02620-430-000-01	Roof Inspection - PHS	\$225.00
ARR-Boone Brothers Roofing	01-2-02620-430-000-01	Roof Repair - PHS	\$9,880.00
ARR-Boone Brothers Roofing	01-2-02620-430-000-01	WM - Roof Repair	\$333.00
ARR-Boone Brothers Roofing	01-2-02620-431-000-01	Roof Inspection - PC	\$225.00
AT&T MOBILITY	01-2-06996-530-000-01	Wireless Hotspot	\$598.54
Black Hills Energy	01-2-02610-621-004-12	WE - Natural Gas	\$40.11
Buskirk, Richard	01-2-02620-430-000-01	Move bleachers	\$100.00
CAPITAL BUSINESS SYSTEMS, INC.	01-2-01100-443-001-22	Printer Lease- Aug 2020	\$191.22
CAPITAL BUSINESS SYSTEMS, INC.	01-2-01100-443-002-11	Printer Lease- Aug 2020	\$224.62
CAPITAL BUSINESS SYSTEMS, INC.	01-2-01100-443-004-12	Printer Lease- Aug 2020	\$73.47
CAPITAL BUSINESS SYSTEMS, INC.	01-2-01100-443-005-21	Printer Lease- Aug 2020	\$36.54
CAPITAL BUSINESS SYSTEMS, INC.	01-2-01291-443-002-11	Printer Lease- Aug 2020	\$20.40
CAPITAL BUSINESS SYSTEMS, INC.	01-2-02130-443-001-01	Printer Lease- Aug 2020	\$8.28
CAPITAL BUSINESS SYSTEMS, INC.	01-2-02510-443-000-01	Copier Lease	\$1,708.00

CAPITAL BUSINESS SYSTEMS, INC.	01-2-02510-443-000-01	Printer Lease- Aug 2020	\$32.65
Cengage Learning	01-2-02210-640-000-01	Accounting Journal	\$40.00
CENTURY LINK	01-2-02510-530-000-01	Long Distance	\$357.05
CHILDREN SUCCEED THERAPY, LLC	01-2-02163-340-000-01		\$990.00
CHILDREN SUCCEED THERAPY, LLC	01-2-02173-340-000-01		\$66.00
City Of Springfield	01-2-02610-410-000-11	Water/Sewer - SE	\$91.38
CLASSWORK, CO.	01-2-02210-643-000-01	Classkick Pro District School - 1YR	\$1,498.00
COX BUSINESS	01-2-02510-531-000-01	Telephone - PHS/PC	\$619.28
Crouch Recreational Design, Inc.	01-2-02620-610-000-01	Supplies - Playground - SE	\$3,015.00
Crouch Recreational Design, Inc.	01-2-02620-610-000-01	Supplies - Playground - WE	\$3,015.00
Culligan Us Filter	01-2-01100-890-002-11	Supplies	\$63.00
Culligan Us Filter	01-2-02410-890-001-22	SUPPLIES	\$13.00
Culligan Us Filter	01-2-02510-890-000-01	Supplies	\$28.00
David M Mangelsen Group	01-2-01100-610-004-12	WE - Supplies (MH)	\$2,000.00
Decker, Inc.	01-2-02620-610-000-01	Supplies - Parking Lot	\$97.38
Dostal, Alexander J	01-2-01100-643-000-22	REIMBR. SOFTWARE	\$49.00
Echo Group, Inc.	01-2-02620-610-000-01	Supplies	\$927.00
Edgenuity Inc.	01-2-02210-382-000-01	Digital Libraries	\$9,480.00
Egan Supply Company	01-2-02610-610-001-22	Supplies	\$898.01
Egan Supply Company	01-2-02610-610-002-11	Supplies	\$449.02
Egan Supply Company	01-2-02610-610-004-12	Supplies	\$449.02
Egan Supply Company	01-2-02610-610-005-21	Supplies	\$449.04
Egan Supply Company	01-2-02620-610-000-01	Supplies	\$353.55
Elements Health Care Consultants	01-2-02130-610-000-01	Supplies - First Aid	\$108.00
Elliff, Larry L	01-2-02610-610-002-11	Supplies	\$16.24
ERIN E VAN ROEKEL	01-2-02151-320-000-01	Speech Language Pathologist	\$2,283.75
ESGI	01-2-01100-643-000-12	ESGI License - 12-Mo	\$812.00
Fastsigns	01-2-02410-610-001-22	Signage - PHS	\$704.91
Fiber Platform, LLC	01-2-02510-530-000-01	Phone Service	\$2,091.86
Flinn Scientific	01-2-01100-610-001-22	PHS - Supplies (Science)	\$33.18
Flinn Scientific	01-2-01100-610-001-22	Supplies - Science	\$40.00
Grainger	01-2-02620-610-000-01	Facility Supplies	\$16.34
Grainger	01-2-02620-610-000-01	Supplies	\$241.75
Great Plains Pest Services In	01-2-02620-420-000-01	Pest Control - Aug 2020	\$150.00
Greater Omaha Refrigeration	01-2-02620-430-000-01	PHS - Walk-in Freezer	\$1,748.54
Greater Omaha Refrigeration	01-2-02620-430-000-01	SE - 2-Door Cooler	\$1,267.00
Hayes Mechanical, LLC	01-2-02620-430-000-01	RTU Repair - PHS	\$1,711.37
Heartland Seating Inc	01-2-02410-610-001-22	Supplies - Bleachers	\$1,054.01
Hillyard/Sioux Falls	01-2-02610-610-001-22		\$182.49
Hillyard/Sioux Falls	01-2-02610-610-002-11		\$91.25
Hillyard/Sioux Falls	01-2-02610-610-004-12		\$91.25
Hillyard/Sioux Falls	01-2-02610-610-005-21		\$91.25
Home Depot/GECF	01-2-02620-610-000-01	Supplies	\$115.76
Hopp, Andrew S	01-2-01100-643-000-22	REIMBR. SOFTWARE	\$39.00
Houchen Bindery, Ltd.	01-2-01100-890-005-21	PC - Library	\$145.00
Houghton Mifflin Harcourt School Publishers	01-2-02210-640-000-01	PC - Social Studies / History Materials	\$9,320.00
Houghton Mifflin Harcourt School Publishers	01-2-02210-640-000-01	PHS - Psychology Materials	\$600.00
Houghton Mifflin Harcourt School Publishers	01-2-02210-640-000-01	SE - Journeys Reading K-5	\$18,935.00
Houghton Mifflin Harcourt School Publishers	01-2-02210-640-000-01	SE - Math Expressions Grade 1	\$1,488.71
HyVee Food & Drug Store	01-2-02310-890-000-01	Catering	\$117.00
HyVee Food & Drug Store	01-2-02310-890-000-01	Flowers - C Koehimoos	\$66.65
IAN BYRD	01-2-01100-610-005-21	PC - ByrdseedTV Subscription	\$119.00
iFixOmaha LLC	01-2-01100-432-000-01	iPad Repair	\$708.30
iFixOmaha LLC	01-2-01100-432-000-01	iPad Repairs - Aug 2020	\$331.20
J.W. PEPPER & SON INC.	01-2-01100-610-001-22	Books / Music - PHS	\$93.46
J.W. PEPPER & SON INC.	01-2-01100-610-001-22	EPrint - PHS	\$22.00
Jetz Service Company, Inc.	01-2-02620-430-000-01	Outlet Hose - PHS	\$247.68
JODI KOHL	01-2-02560-340-000-01	PR Services - Aug 2020	\$1,290.00
Johnson Controls, Inc.	01-2-02620-431-000-01	Master Clock System - PC	\$140.53
Johnson Controls, Inc.	01-2-02620-431-000-01	Master Clock System - PHS	\$838.17
Johnson Controls, Inc.	01-2-02620-431-000-01	Master Clock System - SE	\$384.56
Johnson, Charles E	01-2-02620-420-000-01	Water Operator - Jul/Aug/Sep 2020	\$1,350.00
Johnson, Darin L	01-2-02410-333-005-21	Mileage Reimbursement	\$29.90
KIDWELL INC.	01-2-02410-340-000-22	Addition of 9AM Bell to Monday Schedule	\$125.00
King, Matthew T	01-2-01100-610-001-22	Supplies - Music	\$59.99
King, Matthew T	01-2-01100-810-000-22	NMEA Memberships	\$272.00
KSB School Law, PC LLO	01-2-02320-317-000-01	Legal Services	\$2,002.00
Lakeshore Learning Materials	01-2-01100-610-002-11	SE - Classroom Supplies	\$750.63
Layher, Patricia A	01-2-02210-890-000-01	Google Cert Registration Fee	\$10.00
LEARNING WITHOUT TEARS	01-2-01100-610-004-12	WE - Learning Without Tears	\$1,027.73

Lodes, Julie E	01-2-01100-610-001-22	Classroom Supplies	\$29.54
Lucas, Jacqueline N	01-2-06996-610-000-01	Supplies - Covid19	\$94.94
MakeMusic, Inc	01-2-02210-643-000-01	PHS - SmartMusic Premium	\$5,160.00
Mark's Plumbing Parts	01-2-02620-610-000-01	Supplies - Maintenance	\$207.89
MCI	01-2-02510-530-000-01	Long Distance	\$48.40
Metropolitan Utilities Dist	01-2-02610-621-000-01	Level Payment	\$207.00
Metropolitan Utilities Dist	01-2-02610-621-001-22	Level Payment	\$1,904.00
Metropolitan Utilities Dist	01-2-02610-621-002-11	Level Payment	\$153.00
Metropolitan Utilities Dist	01-2-02610-621-005-21	PC - Natural Gas	\$61.01
Metropolitan Utilities Dist	01-2-02610-621-005-21	SB - Natural Gas	\$46.86
Namify	01-2-01100-610-002-11	SE - Supplies	\$25.63
Namify	01-2-02152-610-000-01	Supplies	\$13.94
Namify	01-2-02410-890-005-21	Supplies - PHS	\$46.98
NASB ALICAP	01-2-02320-810-000-01	NAEP Membership Dues - L Richards	\$30.00
NASB ALICAP	01-2-02510-520-000-01	2020/2021 Workers Compensation	\$194,762.00
Nasco	01-2-01100-610-002-11	Supplies - Classroom	\$62.40
NCSA-NE Council of School Administrators	01-2-01200-810-000-01	NCSA Registration (Zierott/Richards/Lucas)	\$150.00
NCSA-NE Council of School Administrators	01-2-02210-810-000-01	NCSA Registration (Zierott/Richards/Lucas)	\$150.00
NCSA-NE Council of School Administrators	01-2-02320-810-000-01	NCSA Registration (Zierott/Richards/Lucas)	\$150.00
NE Public Health Environmental Laboratory	01-2-02620-610-000-01	Water Testing	\$49.00
NE Safety Center @ UNK	01-2-02670-330-000-01	Student Training Transportation	\$250.00
NG Consulting, LLC	01-2-02620-733-000-01	PHS - Science Lab	\$8,310.00
Omaha Public Power District	01-2-02610-622-000-02	Utilities - Level Pay	\$695.85
Omaha Public Power District	01-2-02610-622-001-22	Utilities - Level Pay	\$14,295.80
Omaha Public Power District	01-2-02610-622-002-11	Utilities - Level Pay	\$3,257.02
Omaha Public Power District	01-2-02610-622-004-12	Utilities - Level Pay	\$3,891.33
Omaha World Herald	01-2-02510-540-000-01	Advertising	\$183.25
One Source	01-2-02510-340-000-01	Background Check - S Zadina	\$40.00
One Source	01-2-02510-340-000-01	Background checks	\$315.00
OPAAI FOOD MGT. OF NE, LLC.	01-2-01291-610-002-11	Pre-K Snacks	\$106.22
OPAAI FOOD MGT. OF NE, LLC.	01-2-01291-610-004-12	Pre-K Snacks	\$106.22
OPAAI FOOD MGT. OF NE, LLC.	01-2-02310-890-000-01	Welcome Back Breakfast	\$384.00
Papillion Sanitation	01-2-02620-420-000-01	Trash Service	\$636.53
Perry,Guthery,Haase & Gessford,P.C.,L.L.O	01-2-02320-317-000-01	Legal Review - Emergency Management Statutes	\$300.00
PHOENIX FOOD & SPIRITS	01-2-02310-890-000-01	BTS Staff Coupon	\$787.96
Platteview High School	01-2-02410-610-001-22	PHS - Barrier Posts	\$615.32
Platteview High School	01-2-02410-610-001-22	Supplies	\$896.20
Platteview High School	01-2-02410-643-001-22	Front Office Scheduler	\$25.00
Platteview High School	01-2-08000-913-000-01	Funds Transfer - BR	\$30,000.00
POWER OF ICU	01-2-02410-643-001-22	ICU Database Renewal & Add-ons - PHS	\$2,699.00
Prime Communications, Inc.	01-2-01100-430-000-01	IT Systems Engineering	\$170.00
Prime Communications, Inc.	01-2-01100-430-000-01	IT Systems Engineering - eSports	\$895.00
Prime Communications, Inc.	01-2-01100-430-000-01	IT Systems Engineering - SPCS Network WE	\$85.00
Prime Communications, Inc.	01-2-02410-340-000-22	Cabling Technician	\$479.38
Prime Communications, Inc.	01-2-02620-430-000-01	IT Systems Engineering	\$470.00
Prime Communications, Inc.	01-2-02620-430-000-01	Security Technician	\$312.50
PULSE FINDERS, LLC	01-2-02130-330-000-01	CPR/First AID Training	\$960.00
Pygraphics, Inc.	01-2-01100-643-000-22	3D J-Pro Software Update	\$349.00
QUADIENT LEASING USA, INC.	01-2-02510-531-000-01	Postage Lease	\$233.89
Quill Corp	01-2-01200-610-005-21	PC - Classroom Supplies	\$167.51
Quill Corp	01-2-02410-610-001-22	Supplies - PHS	\$342.94
Quill Corp	01-2-02520-610-000-01	Supplies	\$86.44
Quill Corp	01-2-02610-610-005-21	Supplies	\$10.45
Quill Corp	01-2-02620-610-000-01	Supplies	\$15.44
Quill Corp	01-2-02620-610-000-01	Supplies - SPCS	\$139.77
Rainbow Glass And Supply	01-2-02410-890-001-22	Platteview Office Doors	\$3,564.00
Rediker Software	01-2-02410-643-001-22	Subscription: Teacher Evaluator - PHS	\$525.00
Regan, Dan J	01-2-02620-610-000-01	LED Flat Panel Lights - PHS	\$4,800.00
Renaissance Learning	01-2-01100-610-005-21	PC - STAR & AR Reading Program Licenses	\$3,459.00
Rosser Lawn Care, Inc.	01-2-02620-420-000-01	Lawn Services - PHS	\$1,510.00
Rosser Lawn Care, Inc.	01-2-02620-420-000-01	Lawn Services - SE	\$885.00
Rosser Lawn Care, Inc.	01-2-02620-420-000-01	Lawn Services - Springfield Lot	\$500.00
Rosser Lawn Care, Inc.	01-2-02620-420-000-01	Lawn Services - WE	\$1,045.00
rSchoolToday/Distributed Website Corp.	01-2-02410-643-001-22	Website	\$1,870.00
S I D #23	01-2-02610-410-004-12	WE - Water/Sewer	\$279.19
SATELLITE SHELTERS- KANSAS CITY	01-2-02620-442-000-01	Portable Classroom - SE	\$1,168.00
SCHOLASTIC CLASSROOM MAGAZINE	01-2-01100-642-000-22	Supplies - PHS Art	\$98.89
School Health	01-2-02130-610-000-01	Supplies	\$14.78
School Nurse Supply, Inc.	01-2-01200-610-000-01	Supplies	\$74.25
School Nurse Supply, Inc.	01-2-02130-610-000-01	Supplies - Nursing	\$214.22

School Specialty	01-2-01100-610-002-11	SE - Classroom Supplies	\$67.19
School Specialty	01-2-01100-610-004-12	WE - Classroom Supplies	\$598.29
School Specialty	01-2-01100-610-005-21	PC - Classroom Supplies	\$212.27
School Specialty	01-2-01291-610-002-11	Supplies - Classroom	\$175.62
Sherwin-Williams Co. (The)	01-2-02620-610-000-01	Paint Supplies	\$146.56
Sherwin-Williams Co. (The)	01-2-02620-610-000-01	Supplies - Paint	\$131.56
SHRED-IT, USA	01-2-01100-890-005-21	Shredding Services	\$30.84
SHRED-IT, USA	01-2-02410-890-001-22	Shredding Services	\$61.68
SPRINGFIELD ACE	01-2-01100-610-002-11	Supplies	\$80.73
SPRINGFIELD ACE	01-2-02620-610-000-01	Supplies	\$93.66
Springfield Ace Hardware	01-2-02620-610-000-01	Supplies	\$179.01
Staskiewicz, Frank	01-2-01100-430-000-01	Computer Supplies	\$113.71
Stoelting Company	01-2-02140-610-000-01	Supplies	\$148.61
Student Transportation of NE, Inc.	01-2-02790-510-000-01	Bus Services - Aug 2020	\$2,894.88
Suburban Newspapers, Inc	01-2-02510-540-000-01	Legal Notifications	\$191.99
SWEET RICE THAI FOOD	01-2-02310-890-000-01	Fall Back-to-School Coupon	\$180.00
TCB CORP	01-2-06996-610-000-01	ADULT- DISPOSABLE MASK	\$540.00
TCB CORP	01-2-06996-610-000-01	NAVY-adjustable 2 layer masks WITH NOSE PIECE	\$564.00
TCB CORP	01-2-06996-610-000-01	RED -adjustable 2 layer masks WITH NOSE PIECE	\$2,256.00
TCB CORP	01-2-06996-610-000-01	Supplies - Covid19 Masks	\$1,000.00
TCB CORP	01-2-06996-610-000-01	YOUTH - DISPOSABLE MASKS	\$210.00
TEACHER DIRECT	01-2-01100-610-002-11	SE - Classroom Supplies	\$184.62
TEACHER DIRECT	01-2-01100-610-002-11	SE - Classroom Supplies (JT)	\$111.80
TEACHER DIRECT	01-2-01100-610-004-12	WM - Classroom Supplies (JJ)	\$851.34
The Horace Mann Companies (Annuity/Life)	01-2-02320-810-000-01	Annual Dues	\$100.00
THOMPSON MUSIC CO.	01-2-01100-430-001-22	Band - Equipment Repair	\$1,287.50
THOMPSON MUSIC CO.	01-2-01100-610-001-22	Books - Music	\$13.90
TROJAN TAVERN	01-2-02310-890-000-01	Fall Back-To-School 20/21 Coupon	\$150.00
TURNITIN, LLC	01-2-02210-643-000-01	Turnitin Feedback Studio License	\$2,000.00
ULINE	01-2-02410-610-001-22	PHS - Barrier Posts	\$1,845.96
Verizon Wireless	01-2-02510-530-000-01	Cellular Phones	\$211.75
Virco Inc	01-2-01100-733-004-12	WE - Furniture	\$5,262.80
Walmart Community/GECRB	01-2-01100-610-001-22	Supplies - PHS	\$173.59
WICKED HEN FARMHOUSE	01-2-02310-890-000-01	BTS Staff Coupons	\$165.00
Windstream	01-2-02510-530-000-01	Phone Service	\$432.91
Woodward, Marty J	01-2-01200-610-005-21	DLC Curriculum	\$54.07
Wulf, Ellen C	01-2-01100-610-001-22	Supplies - Classroom	\$66.92
			\$618,119.46
Food Service Fund			
Payee	Account Code	Reason	Amount
AMAZON	06-2-03100-610-000-23	Supplies	\$791.12
American Express	06-2-03100-610-000-23	Supplies - COVID	\$18,394.00
John Bargstadt	06-2-01610-890-000-23	Lunch Acct Refund - Z Bargstadt	\$154.65
OPAA! FOOD MGT. OF NE, LLC.	06-2-03100-570-000-23	Food Service - August 2020	\$10,614.34
OPAA! FOOD MGT. OF NE, LLC.	06-2-03100-570-000-23	Food Service - July 2020	\$29,825.27
PROFESSIONAL PLASTICS, INC.	06-2-03100-530-000-23	Shipping	\$250.00
PROFESSIONAL PLASTICS, INC.	06-2-03100-530-000-23	Tabletop Dividers (COVID)	\$24,300.00
PROFESSIONAL PLASTICS, INC.	06-2-03100-739-000-23	Cafeteria Table Dividers	\$26,382.80
			\$110,712.18
Bond Fund #2			
Payee	Account Code	Reason	Amount
A.P.M. ARCHITECTURE, INC.	07-2-04500-450-000-02	Project #19036 - SE Contract	\$367,986.85
A.P.M. ARCHITECTURE, INC.	07-2-04500-450-000-02	Project 19036 - SE Contract	\$153,789.90
Olsson	07-2-04500-450-000-02	Project #B19-3241 - SE Due Diligence	\$10,999.50
Olsson	07-2-04500-450-000-02	Project C19-3241 - WE Due Diligence	\$3,995.00
			\$536,771.25
Building Fund			
Payee	Account Code	Reason	Amount
Lamp, Rynearson & Associates, Inc.	08-2-02515-340-000-01	PHS - Visitor Bleachers & Erosion Control Monitoring	\$589.69
MIDWEST ALARM SERVICES	08-2-02670-720-000-01	Fire Alarm System - PHS	\$55,712.02
MIDWEST ALARM SERVICES	08-2-02670-720-000-01	Fire Alarm System Supplies - PHS	\$963.86
Midwest Demolition	08-2-04700-450-000-01	Weight Room Flooring Removal	\$6,800.00
Midwest Floor Covering, Inc.	08-2-04700-450-000-01	PHS - Carpet Installation (Balance Due)	\$8,000.00
Rainbow Glass And Supply	08-2-04700-450-000-01	Trojan Zone Storefront	\$29,276.00
VARSITY GROUP MARKETING & SIGNS	08-2-02610-731-000-01	Sterilaser UV-C Unit	\$24,300.00
			\$125,641.57
			\$1,391,244.46



Prepared For
BRETT RICHARDS
 SO SARY SCHOOL 46

Account Number
 XXXX-XXXXX7-21006

Closing Date
 08/22/20

Activity Continued

Card Number	XXXX-XXXXX7-25023	Reference Code	Amount \$
①	07/23/20 AMZN MKTP US*MV80017 AMZN.COM/BILL WA REF# 5ENME3480NN BOOK STORES 07/21/20	Brett COVID 01-2-06996-610-000-01	429.34 ✓
②	07/23/20 IN *ANDERSON ENTERPR SALINA KS REF# 2051AODYW9R 7858273014 07/23/20	PC 01-2-01100-610-005-21	323.00 ✓
③	07/23/20 LEARNING WITHOUT TEA CABIN JOHN MD 821948173 8219481733 68059 07/23/20	H.Z. 82194817330	1,537.69 ✓
	TUITION/FEES ROC NUMBER 8219481733	01-2-02210-640-000-01	
④	07/25/20 MUSIC IN MOTION, INC PLANO TX 730110002 865759 68059 07/24/20	SP 73011000208	31.95 ✓
	ROC NUMBER 7301100020890001	01-2-01100-610-002-11	
⑤	07/25/20 PAPER DIRECT 800-272-7377 CO REF# 9669536 PAPER PROD 07/23/20	SP 96695360000	113.46 ✓
	07/27/20 WEST MUSIC CATALOG O CORALVILLE IA REF# ORDER WS000 3193512000 07/24/20	SP	27.05 ✓
	REFER TO RECEIPT ROC NUMBER ORDER WS000	01-2-01100-610-002-11	
⑥	07/28/20 B & D Pitstop SPRINGFIELD NE REF# 85544020210 402-253-8004 07/27/20	fuel 85544020210	38.92 ✓
	07/28/20 B & D Pitstop SPRINGFIELD NE REF# 85544020210 402-253-8004 07/27/20	fuel 85544020210	45.75 ✓
	07/29/20 ADOBE ACROPRO SUBS A SAN JOSE CA REF# 813585244 ADOBE.LY/ENUS 07/28/20	frank 81358524400	16.04 ✓
	07/31/20 AMZN MKTP US*MV8N56W AMZN.COM/BILL WA REF# 30VSCEPKOWP BOOK STORES 07/31/20	Brett COVID 01-2-06996-610-000-01	1,295.00 ✓
⑧	07/31/20 PTCFAST, LLC SAN DIEGO CA REF# NT_HKYKWQLY +18884212001 07/31/20	SP 01-2-01100-643-000-11	100.00 ✓
⑨	07/31/20 SWIPEDON LTD TAURANGA PHS REF# NT_HKYPYLO +6478079454 08/01/20	01-2-02410-643-001-22	313.20 ✓
⑩	07/31/20 SP * DOCNETWORK ANN ARBOR MI REF# NT_HKUULB1T (7346198300) 07/31/20	Brett COVID 01-2-06996-610-000-01	1,120.72 ✓
⑪	08/01/20 NEBRASKA SCHOOL PSYC HASTINGS NE REF# 73011000213 TREASURER.NSPA@G 07/31/20	S.Dill 73011000213	50.00 ✓
⑫	08/03/20 AMZN MKTP US*MF2YU03 AMZN.COM/BILL WA REF# ZB8V2NY4F2D BOOK STORES 07/31/20	Brett COVID 01-2-06996-610-000-01	1,676.36 ✓
⑬	08/04/20 OTC BRANDS INC 0848 OMAHA NE REF# 211501004 8002280475 08/03/20	PC 21150100400	67.13 ✓
	08/05/20 B & D Pitstop SPRINGFIELD NE REF# 85544020218 402-253-8004 08/04/20	fuel 85544020218	44.24 ✓
	08/06/20 B & D Pitstop SPRINGFIELD NE REF# 85544020219 402-253-8004 08/05/20	fuel 85544020218	51.35 ✓
	08/07/20 ADOBE EXPORTPDF SUB SAN JOSE CA REF# 816662433 ADOBE.LY/ENUS 08/06/20	Frank 81666243300	19.99 ✓
	08/07/20 NOTARY PUBLIC O TALLAHASSEE FL 00650986 191975 32311 08/06/20	00650986000 Lindy notary	163.26 ✓
⑭	08/08/20 NOTARY PUBLIC O TALLAHASSEE FL 00502173 192138 32311 08/07/20	00502173000 Becky notary	163.26 ✓
	BUSINESS SERVICES ROC NUMBER 00502173	01-2-02510-890-000-01	
⑮	08/08/20 AMZN MKTP US*MF1DQ5V AMZN.COM/BILL WA REF# 603UQ73AHP2 BOOK STORES 08/08/20	Brett COVID 01-2-06996-610-000-01	389.85 ✓
⑯	08/10/20 AMZN MKTP US*MF5DJ7W AMZN.COM/BILL WA REF# 20GLXT7R1BG BOOK STORES 08/04/20	Brett COVID 01-2-06996-610-000-01	1,305.15 ✓
⑰	08/11/20 AMZN MKTP US*MM3K86F AMZN.COM/BILL WA REF# 60N5AVW429M BOOK STORES 08/11/20	WM 01-2-01100-610-004-12	1,395.90 ✓
⑱	08/12/20 AMZN MKTP US*MF1CQ12 AMZN.COM/BILL WA REF# 6F81GL9ATDN BOOK STORES 08/11/20	maint. 01-2-02620-610-000-01	399.50 ✓
	08/13/20 B & D Pitstop SPRINGFIELD NE REF# 85544020226 402-253-8004 08/12/20	fuel 85544020226	46.59 ✓

Activity Continued	Reference Code	Amount \$
08/14/20 AMZN MKTP US*MF6M349 AMZN.COM/BILL WA <i>Brett</i> 134.91 ✓ 20 x REF# 7CMP796RYYN BOOK STORES 08/13/20 <i>COVID 01-2-06996-610-000-01</i>		
08/15/20 AMZN MKTP US*MM4JI10 AMZN.COM/BILL WA <i>Brett</i> 94.05 ✓ 21 x REF# 5YQ3RUHZ4KL BOOK STORES 08/13/20 <i>COVID 01-2-06996-610-000-01</i>		
08/15/20 DANCE SOPHISTICATES INDIANAPOLIS IN <i>Brett</i> 814.00 ✓ 22 x 00026021 00739144 00007462030 08/14/20 <i>Cor10 00026021000 01-2-06996-610-000-01</i>		
08/16/20 B & D Pitstop SPRINGFIELD NE <i>Fuel</i> 12.68 ✓ * REF# 85544020229 402-253-8004 08/14/20 85544020229		
08/17/20 B & D Pitstop SPRINGFIELD NE <i>Fuel</i> 56.50 ✓ * REF# 85544020230 402-253-8004 08/16/20 85544020230		
08/18/20 AMAZON.COM*MM3XHOF90 AMZN.COM/BILL WA <i>Herdi</i> 40.99 ✓ 23 x REF# 1JAAH3PED0J MERCHANDISE 08/17/20 01-2-02210-610-000-01		
08/18/20 AMZN MKTP US*MM30Y14 AMZN.COM/BILL WA <i>Herdi</i> 667.00 ✓ 24 x REF# 3323DZ2ACMA BOOK STORES 08/17/20 01-2-02210-640-000-01		
08/18/20 IN *CUSTOME CREATIVE MIAMI FL <i>COVID</i> 18,394.00 ✓ 25 x 231IAOGTN 1225908 33186 08/18/20 <i>Brett 06-2-03100-610-000-23</i>		
08/19/20 SP * SHAWNEE SCIENTI CARBONDALE IL <i>SPED</i> 833.50 ✓ 26 x REF# NT_HRB_JDBXP 6183193441 08/19/20		
08/20/20 AMZN MKTP US*MM1K89N AMZN.COM/BILL WA <i>Herdi</i> 1,341.60 ✓ 27 x REF# 6VVCPA779BR MERCHANDISE 08/17/20 01-2-02210-640-000-01		
08/21/20 AMZN MKTP US*MM8ZQ1J AMZN.COM/BILL WA <i>SP</i> 665.01 ✓ 28 x REF# 66YKREHA2DD BOOK STORES 08/19/20 01-2-01100-610-002-11		
08/21/20 AMAZON.COM*MM2ZN2GL2 AMZN.COM/BILL WA <i>Brett</i> 1,925.00 ✓ 29 x REF# 5WZDB7P9GSD MERCHANDISE 08/20/20 <i>COVID 01-2-06996-610-000-01</i>		
08/21/20 MICHAELS #9490 800-642-4235 TX <i>WEEI</i> 60.81 ✓ 30 x REF# MIK27587105 ARTS/CRAFTS 08/21/20 01-2-01291-610-000-12		
Total for BRETT A. RICHARDS	New Charges/Other Debits Payments/Other Credits	36,204.75 0.00

* fuel = \$296.03 - 01-2-02650-626-000-01

TOTAL
 \$ 833.50

* \$119.07 each
 # 119.08

- 01-2-01291-610-000-10 - C. Johnson
- 01-2-02140-610-000-01 - S. Dell
- 01-2-02152-610-000-01 - L. Wilson
- 01-2-01200-610-005-21 - M. Woodward
- 01-2-01200-610-001-22 - D. Vahle
- 01-2-01200-610-001-22 - E. VanRoekel
- 01-2-01200-610-001-22 - L. Clark

FUND _____
 DATE 8-31-20
 INITIAL _____



P.O. BOX 1507, GRAND ISLAND, NE 68802-1507

Address Service Requested



ACCOUNT:
DOCUMENTS:

XXXXXX7773
0

PAGE: 1
08/31/2020



5300 1 AB 0.419 20



SARPY COUNTY SCHOOL DIST 0046
14801 S 108TH ST
SPRINGFIELD, NE 68059-4925



1-5PTS-DDAs-03 200901
001-001-005300 000106779

Beginning September 1st, deposits will no longer be accepted at ATMs. Deposits can be made with the Five Points Bank Mobile App, at a Five Points Bank location, Customer Deposit Drop Box located along the inner-most drive thru lane or by mail. Please call or stop into your local branch for further details.

Business Checking ACCOUNT XXXXXX7773

AVG AVAILABLE BALANCE	69,245.45	LAST STATEMENT 07/31/20	144,616.93
AVERAGE BALANCE	69,245.45	CREDITS	.00
		1 DEBITS	122,974.51
		THIS STATEMENT 08/31/20	21,642.42

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
Wire Sent To SPRINGFIELD STATE BANK SPRINGFIELD	08/13	122,974.51

DAILY BALANCE	
DATE.....BALANCE	DATE.....BALANCE
08/13 21,642.42	

- END OF STATEMENT -



OUR NUTRITIONAL SERVICE TEAM SERVED 58, 276 MEALS TO SPRINGFIELD PLATTEVIEW FAMILIES THIS SUMMER!!!

BIG ANNOUNCEMENT... USDA has extended the CARES ACT summer feeding program until December 31, 2020 or until funds run out!

What does that mean for our district???

- Free Breakfast & Lunches daily for ALL students in our district
- Meals will be reimbursed at a paid rate to the district at \$2.37 for every breakfast served and \$4.15 for every lunch served

WTAS: USDA Extends Free Meals for Kids Through December 31, 2020

Washington, DC, September 8, 2020 – Last week, U.S. Secretary of Agriculture Sonny Perdue announced the U.S. Department of Agriculture (USDA) will extend several flexibilities through as late as December 31, 2020. The flexibilities allow summer meal program operators to continue serving free meals to all children into the fall months. This unprecedented move will help ensure – no matter what the situation is on-the-ground – children have access to nutritious food as the country recovers from the COVID-19 pandemic. USDA has been and continues to be committed to using the Congressionally appropriated funding that has been made available



All meals are prepared and pre-boxed for students and staff. Other fruit and vegetable choices are also offered daily that come all prepackaged

This group of students pulled off a great promotion for our school store, The Trojan Zone, distributing 400 cookies to students and staff for a little treat! What a great crew I get a chance to work with!! #TrojanPride!



We teamed up with Trojan Zone to help them with weekly cookie sales.

Our mission:
"Make Their Day"

OPAA! Core Values

Act in the best interest of the students, schools, and communities we serve

Be honest in everything we do

Have a passion to serve others

Commit to continuous improvement

Visit Our Website:
opaafood.com

Or
Like Us on Facebook:
[Facebook.com/opaafood](https://www.facebook.com/opaafood)

Robin Hill
Director of Nutrition Services
402-957-0213
rhill@opaafood.com

Kayla Nieman
Regional Director of Operations
402-249-9062
knieman@opaafood.com

OPAA! Food Management Inc.
636-812-0777
888-860-3236

We are proud to manage your food service program!

Community RelationsAnnual Report and School Improvement

The Superintendent shall prepare and distribute each year an Annual Report in accordance with Rule 10, Regulations and Procedures for the Legal Operation of Schools. The Annual Report shall be distributed to residents of the School District by the Superintendent distributing it to the members of the Board of Education and to the parents of students enrolled in the School District each school year and making it available to other residents. The report shall include information required by Rule 10. The results of the annual report shall be used to plan and make needed changes to improve instruction for all students. The report is to include:

- A. Student academic performance. The report shall include results of student success in achieving the state standards set forth in Appendices A through D of Rule 10 or local content standards approved by the Department, on a building basis. Individual test scores shall be kept confidential. If the school has fewer than ten students in the grades being reported, or if reporting would allow for the identification of students because they all had comparable scores, no public reports of student performance shall be provided for those grades.
- B. School system demographics.
- C. School improvement goals and progress.
- D. School system financial information.

The Superintendent shall further ensure that the School District implements a systematic on-going process that guides planning, implementation, and evaluation and renewal of school improvement activities to meet local and statewide goals and priorities. The school improvement process shall focus on improving student learning and include a periodic review by visiting educators who provide consultation to the local school/community in continued accomplishment of plans and goals. The school improvement process shall further include the following activities at least once within each five years:

- A. Review and update of the mission and vision statements.
- B. Collection and analysis of data about student performance, demographics, learning climate, and former high school students.
- C. Selection of improvement goals. At least one goal is directed toward improving student academic achievement.
- D. Development and implementation of an improvement plan which includes procedures, strategies, actions to achieve goals, and an aligned professional development plan.
- E. Evaluation of progress toward improvement goals.

The school improvement process shall further include a visitation by a team of external representatives to review progress and provide written recommendations. A copy of the school system's improvement plan and the written recommendations shall be provided to the Department. The external team visits shall be conducted at least once each five years.

Legal Reference:

NDE Rule 10.01, 10.5.02, 10.9 and 10.10

Date of Adoption: September 14, 2020

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

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

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

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

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

1. **Purpose:** The District 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, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

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

environment.

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

Sexual harassment may exist when:

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

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

2. **Procedures:**

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

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

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

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

Date of Adoption: September 14, 2020

Personnel - All EmployeesEqual Opportunity Employment

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

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

Date of Adoption: September 14, 2020

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

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

The District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. 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: Jaci Lucas, Director of Student Services, 14801 S. 108th St., Springfield, NE 68059 (402)592-1300 (jlucas@springfieldplatteview.org)

Employees and Others: Jaci Lucas, Director of Student Services, 14801 S. 108th St., Springfield, NE 68059 (402)592-1300 (jlucas@springfieldplatteview.org)

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 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 [District is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

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

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

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

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

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

iii. Level 3 (Appeal to the Board):

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

4. Confidentiality:

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

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

5. Training:

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

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive training to promptly and effectively investigate and respond to

complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

7. Preventive Measures:

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

building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

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

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

Date of Adoption: September 14, 2020

Notice of Nondiscrimination

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

Students: Jacci Lucas, Director of Student Services, 14801 S. 108th St., Springfield, NE 68059 (402)592-1300 (jlucas@springfieldplatteview.org)

Employees and Others: Jacci Lucas, Director of Student Services, 14801 S. 108th St., Springfield, NE 68059 (402)592-1300 (jlucas@springfieldplatteview.org)

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the 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**

Springfield Platteview Community Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. 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: Jacci Lucas, Director of Student Services, 14801 S. 108th St., Springfield, NE 68059 (402)592-1300 (jlucas@springfieldplatteview.org)
Employees and Others: Jacci Lucas, Director of Student Services, 14801 S. 108th St., Springfield, NE 68059 (402)592-1300 (jlucas@springfieldplatteview.org)

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

_____.

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

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

_____.

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

_____.

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

Received by: _____ Signature: _____
Date: _____

PersonnelStandards of Performance for Non-Certified Employees

In fulfillment of the employee's minimum responsibilities, the employee:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, other employees, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.
3. Shall not use coercive means, or promise or provide special treatment to students, other employees, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
5. Shall not exploit relationships with students, other employees, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not harass in any manner students, parents or school patrons, employees, or board members.
7. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of duties.
8. Shall keep in confidence personally identifiable student or employee information that has been obtained in the course of service to the district, unless disclosure serves professional purposes or is required by law.
9. Shall not discipline students using corporal punishment.
10. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.
11. Shall not misrepresent the school district, and shall take added precautions to distinguish between the employee's personal and institutional views.
12. Shall abide by policies and regulations of the Board of Education and the rules and standards established by the administration and the employee's supervisor.
13. Shall seek no reprisal against any individual who has reported a violation of these standards.

Date of Adoption: September 14, 2020

Students

Admission Requirements

Minimum 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.

Families who seek early admission of their child into kindergarten must obtain an *Early Entrance to Kindergarten Packet* from the School District Administration.

Parents must fill out the early entrance application forms, which include a parent questionnaire and obtain and attach a reference letter from someone who is well acquainted with the child but not a relative of the child. The person providing this reference should know the child well enough that they can speak with some expertise about the child's attributes and abilities. The reference letter should indicate whether this person recommends the child be schooled with children who will be a year older than the child and, if so, the evidence this person has concerning the child's mental ability, fine and gross motor ability, visual and auditory discrimination, emotional/social development, and communication skills. Suggestions for this reference letter are a preschool teacher, a Sunday school teacher, a day-care provider, or a physician.

The assessment request, reference letter and parent questionnaire must be completed and returned to the District no later than May 25th of the spring 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, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify 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 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. 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), Haemophilus Influenzae type b (Hib), invasive pneumococcal disease 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 than 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. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. 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 military family will be stationed in the State of Nebraska during the current or following school year, the District will enroll preliminarily the parent's students.

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: September 14, 2020

Students

Extracurricular Activity

Section 1 Extracurricular Activity Philosophy

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens.

Safety

The District's philosophy is to maintain an activities program which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Section 2 Extracurricular Activity Code of Conduct

Purpose of the Code of Conduct. Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

Scope of the Code of Conduct.

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, dance team, Pep Club, Pep Band, vocal, band, speech and drama, One-Act, FBLA, FCCLA, Spanish Club, Art Club, Student Council, Student Advisory Board, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under

the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

Grounds for Extracurricular Activity Discipline. Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been determined by the Board of Education to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, bullying, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (including personal safety or security devices, such as tasers, mace and pepper spray) or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled

substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.

8. Public indecency.
9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
10. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
11. Repeated violation of any of the school rules.
12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
13. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
14. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
15. Willfully violating the behavioral expectations for those students riding [Name] Public Schools buses or vehicles used for activity purposes.
16. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
17. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.
18. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
19. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations in writing.
20. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

Drug and Alcohol Violations.

Meaning of Terms.

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the influence means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant.

Possession includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance. Possession includes situations where, for example:

- (1) Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and
- (2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.

In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon the student could safely do so. (Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

Consequences.

Students may be suspended from practices or participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses shall be determined by the school administration.

The disciplinary consequence will be determined based on consideration of the seriousness of the offense, any prior violations, the student's compliance with the self-reporting obligations, the student's level of cooperation and willingness to resolve the matter, and the student's demonstration of a commitment to not commit future violations.

Because of the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

Drugs and Alcohol.

An activity participant who violates the drug or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 45 days.
2. Second or Any Subsequent Offense: One calendar year.
3. Reduction for Self-Reporting: If the student has self-reported, the first violation shall be reduced to 21 days for the first violation. A commensurate reduction (approximately one-half, as determined by the administration) for a second or subsequent violation shall be given for self-reporting.
4. Reduction for Participation in Chemical Dependency Program: If the student and parents agree to participate in a school-approved program for chemical dependency, the consequence will be reduced to only the next activity in which the student was to participate (including at least one contest) in the case of a first violation, and to a commensurate reduction (approximately 80%, as determined by the administration, for a second or subsequent violation).

The program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of program must be submitted in writing to the Activities Director. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extracurricular activities for one calendar year. All costs associated with the program are to be borne by the student/parent or guardian.

5. More Serious Violations: In the event of more serious drug or alcohol violations, such as students engaging in use of especially serious drug offenses (cocaine, meth, etc.) or procuring alcohol for minors, the consequence of the violation is not limited by the foregoing, and may be established in the good discretion of the administration.

Steroid Offenses. A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 30 consecutive days.
2. Second or Any Subsequent Offense: One calendar year.

When Suspensions Begin. All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or

permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

Letters and Post-Season Honors. A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the Athletic Director's approval, may make an exception where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors.

Self-Reporting. A student who violates the Code of Conduct must self-report. The self-report must be made to: the principal, athletic director, or the head coach or sponsor of an activity in which the student participates. The student's parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.

In making a self-report, the student must identify the events that took place, what conduct the student engaged in, and any witnesses to the student's conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. Students may be disciplined for a failure to be honest and forthright.

Determining a Violation Has Occurred. A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
3. When a student admits to violating one of the standards of the Code of Conduct.

4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

Procedures for Extracurricular Discipline. The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.
2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.
 - a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
 - b. The suspension may be imposed prior to the meeting if the meeting can not reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.
3. Notice Letter. Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.
4. Informal Hearing Before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent. The Superintendent may designate the Athletic Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.
 - a. A form to request such a hearing must be signed by the parent or guardian. A form will be provided with the notice letter or otherwise be made available by request from the Principal's office.
 - b. The request for a hearing must be received by the Superintendent's office within five days of receipt of the notice letter.
 - c. If a hearing is requested:

- i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
 - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
 - iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.
 - iv. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by the school if requested sufficiently in advance of the hearing by the parent/guardian.
5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

Section 3 Attendance

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined under the school's attendance policy are ineligible to participate in extracurricular activity contests or performances. Students who have four or more unexcused absences in the semester of participation will be ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance for the full day. A student who is not in attendance the full day is ineligible for the contest, performance, or activity.

Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

Section 4 Academic Standards

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities must show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

1. Be enrolled in at least 25 credit hours in the semester of participation.
2. Maintain passing grades in all courses. A student who is not passing one or more classes at progress reporting times will be ineligible to participate in extracurricular activity contests or performances if the grade remains below passing one week after progress reporting time. The student will remain ineligible until the student is passing all classes.
3. Maintain an overall “C” average to participate in extracurricular activities, except school dances.
4. Academic requirements do not apply to:
 - (A) Instructional field trips which are a part of the scheduled course learning experience; or
 - (B) Activities or events which are a part of the student’s grade requirements.

Legal Reference: Neb. Rev. Stat. Sections 79-254 to 79-296

Date of Adoption: September 14, 2020

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

The Springfield Platteview Community 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.

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

Students: Jacci Lucas, Director of Student Services, 14801 S. 108th St., Springfield, NE 68059 (402)592-1300 (jlucas@springfieldplatteview.org)

Employees and Others: Jacci Lucas, Director of Student Services, 14801 S. 108th St., Springfield, NE 68059 (402)592-1300 (jlucas@springfieldplatteview.org)

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

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

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

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

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

4. Confidentiality:

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

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

5. Training:

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

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

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

7. Preventive Measures:

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

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

Date of Adoption: September 14, 2020

**Complaint Form
Discrimination, Harassment or Retaliation**

Springfield Platteview Community Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. 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: Jacci Lucas, Director of Student Services, 14801 S. 108th St., Springfield, NE 68059 (402)592-1300 (jlucas@springfieldplatteview.org)
Employees and Others: Jacci Lucas, Director of Student Services, 14801 S. 108th St., Springfield, NE 68059 (402)592-1300 (jlucas@springfieldplatteview.org)

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

_____.

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

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

_____.

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

_____.

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

Received by: _____ Signature: _____
Date: _____

StudentsSearch and Seizures

When it is determined based on searches that a person has violated a Board policy, administrative regulation, building rule, student conduct rule or personnel expectation, or the law, the person shall be subject to appropriate disciplinary action and a report to law enforcement may be made.

Student lockers, desks and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding items placed in or on school property because school property is subject to search at any time by school officials. Periodic, random searches of student lockers may be conducted in the discretion of the administration.

The following procedures will be used for conducting searches:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Random searches of student lockers, desks, and other similar school property provided for use by students may be conducted in the discretion of the administration.
3. Drug or alcohol tests may be conducted on students based on reasonable suspicion.
4. Drug or alcohol tests may be conducted on a random basis for students participating in extracurricular activities, provided that: a) the student gave consent for testing in advance (attendance at or participation in the extracurricular activity may be withheld in the absence of consent), b) the testing actually be random, c) that the testing procedures limit any intrusion on student privacy, and provide for an appropriate level of confidentiality and accuracy, and d) that the response to positive tests take into consideration student safety and compliance with laws related to reporting and releasing students to law enforcement.
5. School officials may search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file.
6. Searches of the District's computer system may be conducted in the discretion of the administration at any time.

The following procedures will be used for the removal of personal property:

1. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal drugs, firearm or dangerous weapon shall be confiscated and delivered to law enforcement as soon as practicable. A personal safety or security device (such as a taser, mace or pepper spray) not previously approved by the Administration constitutes a “dangerous weapon.”
2. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process may be removed from student possession.

The District is not responsible for the security or safety of personal property which employees, students, or other building users may bring to school.

Legal Reference: Neb. Rev. Stat. Sec. 28-1204.04 (firearms)

Date of Adoption: September 14, 2020

StudentsSafe Pupil Transportation Plan**Springfield Platteview Community Schools Safe Pupil Transportation Plan**

This Safe Pupil Transportation Plan sets forth the District's plan for providing safe transportation to students being transported in vehicles on regular routes assigned through the district transportation plan.

1. **Weapons.** Vehicles shall not transport any items, animals, materials, weapons or look-a-like weapons, explosive devices or bomb-related materials or equipment which could endanger the lives, health, or safety of the children, other passengers, and the driver. Look-a-like weapons associated with a school-sponsored or approved activity may be transported with written permission of an administrator of the District. Personal safety or security devices (such as tasers, mace or pepper spray) may only be transported with the prior approval of an administrator of the District. If possible, these items should be secured and not visible or accessible to students while in the vehicle.

Upon becoming aware of a weapon aboard a vehicle, the driver will make every attempt to:

- A. Contact dispatch and notify them of the situation *if possible*. If not possible, the driver will make every attempt to contact from a cell phone (after parking on a shoulder or otherwise not moving) or from the nearest safe haven location. Examples of a safe haven include, but are not limited to, any school building site, emergency service station (law enforcement or fire department), community service agency, etc.
 - B. Pull vehicle over to safe and secure area.
 - C. Confiscate weapon (if doing so does not jeopardize student or driver safety).
 - D. Give description of weapon and participating parties to dispatch.
 - E. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
2. **Pupil behavior.** Students are expected to follow student conduct rules while in a vehicle. The pupil transportation driver is responsible for controlling behavior which affects safety and for reporting rule violations to school administration. In the event a student violates Board policy regarding student conduct standards or otherwise engages in behavior that jeopardizes safety, the driver will make every attempt to:
 - A. First seek to resolve incident through discussion with the student(s) involved.
 - B. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
 - C. Activate emergency flashers.

- D. Bring vehicle to a safe stop. Seek to resolve the incident, using physical force only as necessary to protect students or yourself.
 - E. Report and document discipline problems to the school administrator. Use a Bus Conduct Report/Incident Form, if available.
3. **Terrorist threats.** A person commits a terroristic threat if the person threatens to commit a crime of violence with the intent to terrorize another or with the intent of causing evacuation of a building, place of assembly or the vehicle or in reckless disregard of the risk of causing such terror or evacuation. Upon becoming aware of a terroristic threat relating to a pupil transportation vehicle, the driver will make every attempt to:
- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
 - B. Make every attempt to keep passengers calm (this may mean complying with the terrorist).
 - C. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
 - D. Driver should wait for instructions from dispatch *if possible*.
4. **Severe weather.** Upon becoming aware of severe weather while aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
 - B. Return to the school if less than five minutes away and follow the directions of the school administrator.
 - C. If more than five minutes away from school, go to the nearest school and follow the directions of the school administrator.
 - D. If more than five minutes away from the nearest school or there is immediate danger, get to the nearest basement or underground shelter with all students.
 - E. If there is no shelter and there is immediate danger the driver and passengers are to follow evacuation procedures and get everyone off the vehicle into the nearest ditch or culvert at least 100 feet away from the vehicle.
5. **Hazardous materials and Unattended Items.** Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
 - B. Pull vehicle over to safe and secure area.
 - C. Give description of hazardous materials in question to dispatch.
 - D. Dispatch will immediately notify appropriate law enforcement and school administration.
 - E. Driver should wait for instructions from dispatch *if possible*.

In the event an unattended item is discovered on or near the vehicle, the driver will seek to determine who the item belongs to and whether the item could be hazardous to the safety of those in the vehicle. Any unattended item that would break or could cause injury if tossed about the inside of the vehicle when involved in an accident shall be secured. If it is determined that the item is not hazardous and need not be secured, the driver will not allow the item to distract the driver's attention to the task of operating the vehicle.

6. **Medical emergencies.** Upon becoming aware of a medical emergency aboard a vehicle, the driver will make every attempt to:
 - A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
 - B. Dispatch will immediately notify appropriate medical agencies and school administration.
 - C. Driver should follow instructions from dispatch, school officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.
 - D. *Only if necessary*, the driver should move passengers only enough to get them out of danger of traffic or fire. If moved, the driver and aide are to keep them where placed until a medical agency arrives, unless a parent has taken charge of their child.
 - E. Driver should try to keep student passengers as calm as possible.

7. **Procedures in the event of mechanical breakdowns of the vehicle.** Upon becoming aware of a mechanical breakdown aboard a vehicle, the driver will make every attempt to:
 - A. Pull vehicle over to safe and secure area *if possible*.
 - B. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
 - C. Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines, if not in secure area.
 - D. Driver should try to keep student passengers as calm as possible.
 - E. Dispatch will arrange for assistance and a relief vehicle *if needed*.

8. **Procedures in the event the drop-off location is uncertain or appears unsafe to leave students.** In the event the drop-off location is uncertain or appears unsafe to leave students, the driver will make every attempt to:
 - A. Contact or otherwise communicate with dispatch to notify them of the situation *if possible*.

- B. Release children only if an adult responsible for the children is present. If not, keep children who are to be released in the vehicle, continue with route, and return children who were to be released to the school.
 - C. Dispatch will notify appropriate law enforcement agencies and school administration if appropriate given the circumstances.
9. **Documentation under Safe Pupil Transportation Plan.** Each pupil transportation driver is required to complete and submit to the school administration a bus conduct report or incident report involving the pupil transportation vehicle operated by the driver or any pupils transported in it. Documentation is to include the occurrence of any of the following events: weapons, student behavior which affects safety, terroristic threats, severe weather, hazardous materials, or medical emergencies. Documentation of such events shall be completed and submitted as soon as practicable after the incident.
10. **Transportation of Unsafe Items.** Drivers shall not permit pupil transportation vehicles to transport any items, animals, materials, weapons or look-a-like weapons or equipment which in any way would endanger the lives, health or safety of the children or other passengers and the driver. Look-a-like weapons associated with a school sponsored or approved activity may be transported only with written permission of a school administrator. Personal safety or security devices (such as tasers, mace or pepper spray) may only be transported with the prior approval of an administrator of the District. Any items that would break or could produce injury if tossed about inside the pupil transportation vehicle when involved in an accident or sudden stop shall be secured.
11. **Supplemental Information.** A copy of this plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request. Supplemental information with respect to operational and procedural guidelines used to administer this plan can be found in the District's safety and security plan adopted pursuant to 92 NAC10 and in the Nebraska Department of Education Pupil Transportation Guide.
12. **Vehicle drivers of small vehicles on activity trips.** The District will provide drivers of small vehicles with instruction on and guidance for emergency evacuation procedures, first aid, and emergency equipment. Drivers of small vehicles are generally expected to follow this Plan in the event of an emergency evacuation. The District's director of transportation may provide additional guidance for drivers of small vehicles to increase student safety.
13. **Student Instruction.** At least twice during each school year, each pupil who is transported in a school vehicle shall be instructed in safe riding practices and participate in emergency evacuation drills.
14. **Driver Capacity.** To confirm a driver has the ability to conduct daily tasks and emergency evacuations, drivers must: (a) pass a prescribed physical examination administered by a Certified Medical Examiner at least every two years and provide the employer with a copy of the medical certificate; (b) pass a transportation screening every year; (c) participate in required in-service training which includes emergency evacuation

training; and (d) if required, to have a Commercial Driver's License (CDL) to operate the vehicle, participate in the drug and alcohol testing program as required by federal law. Should a driver have a medical concern throughout the year, the Superintendent or Superintendent's designee will work with the driver to confirm a drivers' ability to conduct the daily tasks and emergency evacuations prior to transporting students.

Legal Reference: Neb. Rev. Stat. Sec. 79-318, 79-602, 79-607 and 79-608
Title 92, Nebraska Administrative Code, Chapters 91 and 92

Date of Adoption: September 14, 2020

Concussions: Return to Learn Protocol

Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The school administration of [Name] Public Schools adopts the NDE Guidance entitled “Bridging the Gap from Concussion to the Classroom,” (2nd Edition)¹ and accompanying Appendix,² as its return to learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

Any student, parent or guardian who suspects that the student sustained a concussion must immediately inform the student’s coach or building administrator. If a student is suspected of having a concussion, the student may not be permitted to participate or practice in any school-sponsored activity.

The District encourages full cooperation and support from both students and parents in each student’s return to learn protocol.

¹ <https://cdn.education.ne.gov/wp-content/uploads/2019/08/Return-to-Learn-Bridging-the-Gap-7.31.2019.pdf>

² <http://www.education.ne.gov/sped/birsst/Concussion%20Appendix%20final%20February%202014.pdf>.

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

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

2. **Terms Defined:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. The Notice of the Request for Proposals.

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

C. These Policies adopted by the School District;

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

E. The Project Performance Criteria.

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

(1) A description of the Design-Builder's project team and organization of such team;

(2) Fee proposal, if required by the School District as part of the Request for Proposals;

(3) A description of the limitations, if any, on expenses to be reimbursed;

(4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;

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

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

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

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

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

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

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

H. Proposal procedures, including:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. Other information, which may include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. **Protest Relation to Solicitation:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date of Adoption: September 14, 2020

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

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

2. **Terms Defined:**

A. "Construction Management at Risk Contract" means a contract developed under the terms and conditions of this policy by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the School District, (b) acts as a construction consultant to the School District during the design phase of the project when the School District's architect or engineer designs the project, and (c) is the builder during the construction phase of the project, subject to the School District's bidding requirements established by this policy and other School District policies, and the Construction Management at Risk Contract.

B. "Construction Manager" means the legal entity which proposes to enter into a Construction Management at Risk Contract pursuant to the Act and this policy.

C. "Proposal" means an offer in response to a Request for Proposals by a Construction Manager to enter into a Construction Management at Risk Contract for a School District construction project pursuant to the Act and this policy.

D. "Request for Proposals" means the documentation by which the School District solicits Construction Manager Proposals.

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

4. **Duties of Architect and/or Engineer for the Project:** Prior to proceeding with any School District construction project using the Construction Manager method under the Act, the School District shall retain the services of an architect and/or engineer, pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., for such construction project, to provide design services including the preparation of plans, specifications, and estimates, and observe construction. Additionally, such architect and/or engineer services

shall include assistance, consultation and participation in preparing the Request for Proposals, evaluation of Proposals received for the Construction Manager position, and participation on the selection committee for the Construction Manager provided for in the Act and this policy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N. Other information, which may include the following:

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

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

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

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

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

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

6. ***Procedures and Standards to be Used to Pre-qualify Construction Manager Candidates:*** The procedures and standards to be used to pre-qualify Construction Managers will be to evaluate prospective Construction Managers based upon the information submitted to the School District in response to the Request for Proposals, and an evaluation of such information by the selection committee based upon the criteria for evaluation of Proposals and the relative weight to be given each criterion.

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

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

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

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

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

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) A representative of the School District's architect or engineer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and

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

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

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

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

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

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

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

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

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

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

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

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

A. Negotiations with Highest Ranked Construction Manager: The School District shall attempt to negotiate a Construction Management at Risk Contract with the highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after

negotiations. The negotiations shall include a final determination of the manner by which the Construction Manager selects a subcontractor.

B. **Negotiations with Second Highest Ranked Construction Manager:** If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the highest ranked Construction Manager, the School District may terminate negotiations with that Construction Manager. The School District may then undertake negotiations with the second highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the second highest ranked Construction Manager, the School District may undertake negotiations with the third highest ranked Construction Manager, if any, and may enter into a Construction Management at Risk Contract after negotiations.

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

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

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

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

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

A. **Protest Relation to Solicitation:**

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

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

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

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

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

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

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

Date of Adoption: September 14, 2020

**2020-2021
STATE OF NEBRASKA
SCHOOL DISTRICT BUDGET FORM**

County-District #: 77-0046 Class #: III
Springfield Platteview Community Schools
TO THE COUNTY BOARD AND COUNTY CLERK OF
Sarpy County

This budget is for the Period SEPTEMBER 1, 2020 through AUGUST 31, 2021

Upon Filing, The School Certifies the Information Submitted on this Form to be Correct:

AMOUNT OF PERSONAL AND REAL PROPERTY TAX REQUIRED FOR:	Principal and Interest on Bonds	All Other Purposes	TOTAL
General Fund	\$ -	\$ 15,040,404.00	\$ 15,040,404.00
Bond Fund(s) <i>[If More Than 1 Bond Fund - Total All Together]</i>	\$ 707,131.00		\$ 707,131.00
Special Building Fund	\$ -	\$ 2,575,758.00	\$ 2,575,758.00
Qualified Capital Purpose Undertaking Fund	\$ 345,593.00	\$ 3,902.00	\$ 349,495.00
Total All Funds	\$ 1,052,724.00	\$ 17,620,064.00	\$ 18,672,788.00

Outstanding Bonded Indebtedness as of September 1, 2020
(Include Bond Fund(s) and Qualified Capital Purpose Undertaking Fund)

\$ 12,500,000.00	Principal
\$ 3,971,780.00	Interest
\$ 16,471,780.00	Total Outstanding Bonded Indebtedness

Total Certified Valuation (All Counties) \$ 1,843,917,134
(Certification of Valuation(s) from County Assessor MUST be attached)

Report of Joint Public Agency & Interlocal Agreements

Was this Subdivision involved in any Interlocal Agreements or Joint Public Agencies for the reporting period of July 1, 2019 through June 30, 2020?

YES NO
If YES, Please submit Interlocal Agreement Report by September 20th.

Report of Trade Names, Corporate Names & Business Names

Did the subdivision operate under a separate Trade Name, Corporate Name, or other Business Name during the period of July 1, 2019 through June 30, 2020?

YES NO
If YES, Please submit Trade Name Report by September 20th.

Has your School District held a successful election to override the levy limits provided in Statute 77-3442, which is in effect for 2019-2020 school fiscal year?

YES NO

County Clerk's Use Only

Submission Information

APA Contact Information

Auditor of Public Accounts
State Capitol, Suite 2303
Lincoln, NE 68509

Telephone: (402) 471-2111 FAX: (402) 471-3301

Website: www.auditors.nebraska.gov

Questions - E-Mail: Deann.Haeffner@nebraska.gov

Budget Due by 9-20-2020

- Submit budget to:**
1. Auditor of Public Accounts -Electronically on Website or Mail
 2. County Board (SEC. 13-508), C/O County Clerk
 3. Nebraska Dept. of Education -Upload to NDE Portal only

2020-2021 BUDGET ADOPTED									
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	NECESSARY CASH RESERVE (Column 8)	TOTAL REQUIREMENTS (Col 7 + Col 8) (Column 9)
General	8,060,255.00	11,080,455.00	14,890,000.00	25,970,455.00	2,533,560.00	17,177,693.00	19,711,253.00	6,259,202.00	25,970,455.00
Depreciation	72,644.00	72,644.00		72,644.00			72,644.00		72,644.00
Employee Benefit	175,195.00	175,195.00		175,195.00			175,195.00	-	175,195.00
Contingency	-	-		-			-		-
Activities	173,879.00	873,879.00		873,879.00			700,000.00	173,879.00	873,879.00
School Nutrition	150,516.00	800,516.00		800,516.00			650,000.00	150,516.00	800,516.00
Bond	605,109.00	15,612,711.00	700,060.00	16,312,771.00			15,700,060.00	612,711.00	16,312,771.00
Special Building	2,018,823.00	2,128,573.00	2,550,000.00	4,678,573.00			4,678,573.00		4,678,573.00
Qualified Capital Purpose Undertaking	222,633.00	524,473.00	346,000.00	870,473.00			695,593.00	174,880.00	870,473.00
Cooperative	-	-		-			-	-	-
Student Fee	7.25	25,008.00		25,008.00			25,008.00	-	25,008.00
				-					-
TOTAL ALL FUNDS	11,479,061.25	31,293,454.00	18,486,060.00	49,779,514.00	2,533,560.00	17,177,693.00	42,408,326.00	7,371,188.00	49,779,514.00

PERSONAL AND REAL PROPERTY TAX RECAP	General Fund	Bond Fund(s) [Total Of All Bond Funds]	Special Building Fund	Qualified Capital Purpose Undertaking Fund
	PERSONAL AND REAL PROPERTY TAXES FROM COLUMN 3 (Line A)	14,890,000.00	700,060.00	2,550,000.00
COUNTY TREASURER'S COMMISSION 1% OF TAXES COLLECTED (Line B)	150,404.00	7,071.00	25,758.00	3,495.00
TOTAL PERSONAL AND REAL PROPERTY TAXES (Line A + Line B) (Line C)	15,040,404.00	707,131.00	2,575,758.00	349,495.00

CERTIFIED STATE AID	MOTOR VEHICLE TAXES
\$ 300,000.00	\$ 1,451,000.00

COUNTY TREASURER'S BALANCE, 9-1-2020			
160,255.00	12,711.00	168,823.00	22,633.00

2019-2020 ACTUAL/ESTIMATED								
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	TOTAL ENDING BALANCE (Col 4 - Col 7) (Column 8)
General	6,950,555.00	11,066,255.00	13,500,000.00	24,566,255.00	2,130,000.00	14,376,000.00	16,506,000.00	8,060,255.00
Depreciation	69,966.00	72,644.00		72,644.00			-	72,644.00
Employee Benefit	174,975.00	175,195.00		175,195.00			-	175,195.00
Contingency	-	-		-			-	-
Activities	163,879.00	673,879.00		673,879.00			500,000.00	173,879.00
School Nutrition	127,841.00	540,516.00		540,516.00			390,000.00	150,516.00
Bond	587,233.00	609,816.00	444,000.00	1,053,816.00			448,707.00	605,109.00
Special Building	3,069,073.00	3,218,823.00	2,200,000.00	5,418,823.00			3,400,000.00	2,018,823.00
Qualified Capital Purpose Undertaking	196,930.00	218,770.00	350,505.00	569,275.00			346,642.00	222,633.00
Cooperative	-	-		-			-	-
Student Fee	7.25	20,007.25		20,007.25			20,000.00	7.25
				-				-
TOTAL ALL FUNDS	11,340,459.25	16,595,905.25	16,494,505.00	33,090,410.25	2,130,000.00	14,376,000.00	21,611,349.00	11,479,061.25

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheets.

MOTOR VEHICLE TAXES	
\$	1,600,000.00

2018-2019 ACTUAL								
	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	TOTAL ENDING BALANCE (Col 4 - Col 7) (Column 8)
General	3,536,328.00	9,915,597.00	12,773,546.00	22,689,143.00	1,627,526.00	14,111,062.00	15,738,588.00	6,950,555.00
Depreciation	34,913.00	69,966.00		69,966.00			-	69,966.00
Employee Benefit	362,694.00	362,953.00		362,953.00			187,978.00	174,975.00
Contingency	-	-		-			-	-
Activities	184,278.00	662,758.00		662,758.00			498,879.00	163,879.00
School Lunch	101,890.00	539,225.00		539,225.00			411,384.00	127,841.00
Bond	552,277.00	582,693.00	435,700.00	1,018,393.00			431,160.00	587,233.00
Special Building	8,679,100.00	9,065,259.00	2,101,832.00	11,167,091.00			8,098,018.00	3,069,073.00
Qualified Capital Purpose Undertaking	164,174.00	188,025.00	356,498.00	544,523.00			347,593.00	196,930.00
Cooperative	-	-		-			-	-
Student Fee	7.25	15,337.25		15,337.25			15,330.00	7.25
				-				-
TOTAL ALL FUNDS	\$ 13,615,661.25	21,401,813.25	15,667,576.00	37,069,389.25	1,627,526.00	14,111,062.00	25,728,930.00	11,340,459.25

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheets.

MOTOR VEHICLE TAXES	
\$	1,671,167.00

CORRESPONDENCE INFORMATION

ENTITY OFFICIAL ADDRESS

If no official address, please provide address where correspondence should be sent.

NAME	Springfield Platteview Community School
ADDRESS	14801 S. 108th St
CITY & ZIP CODE	Springfield 68059
TELEPHONE	402-592-1300
WEBSITE	springfieldplatteview.org

BOARD CHAIRPERSON

CLERK/TREASURER/SUPERINTENDENT/OTHER

NAME	Cori Swanson	Brett Richards
TITLE /FIRM NAME	Chairperson	Superintendent
TELEPHONE	402-740-7675	402-592-1300
EMAIL ADDRESS	coswanson@springfieldplatteview.org	brichards@springfieldplatteview.org

For Questions on this form, who should we contact (please check one): Contact will be via email if supplied.

- Board Chairperson
- Clerk / Treasurer / Superintendent / Other
- Preparer

SCHEDULE A GENERAL FUND LID EXCLUSIONS

County-District #

77-0046

Springfield Platteview Community Schools

Line No.		2019-2020 Amount Budgeted To Spend
1	Repairs to Infrastructure Damaged by a Natural Disaster: (List repair)	
2		
3		
4		
5		
6		
7		
8		
9	Total Repairs to Infrastructure Damaged by a Natural Disaster (Lines 1 through 8)	\$ -
10	Judgments: (List the types of judgments obtained against your School District to the extent such judgment is not paid by liability insurance)	
11		
12		
13		
14		
15	Special Grants	\$ 444,666.00
16	Tax Anticipation Note Repayment	\$ 2,050,000.00
17	Total Judgments (Lines 11 through 16)	\$ 2,494,666.00
18	Distance Education Courses	
19	Amounts eligible as exclusion for Voluntary Termination Agreements	
20	Retirement Contribution Increase	\$ 223,217.00
21	Native American Impact Aid	
22	Total General Fund Lid Exclusions - To LC-2 Form (Line 9 + Line 17 to 21)	\$ 2,717,883.00

Springfield Platteview Community Schools
Schedule B - Levies

Levy Limit Compliance

NOTE: The Schedule portion below is to determine if the School District has met the levy limitations:

Line No.		General Fund (Column A)	Bond Funds (Column B)	Special Building Funds (Column C)	Qualified Capital Purpose Undertaking Funds (Column D)
1	Total Personal and Real Property Taxes -Cover Page	15,040,404.00	707,131.00	2,575,758.00	349,495.00
2	Exclusions:				
3	Bonded indebtedness secured by a levy on property (Includes Co. Treasurer Comm.)	-	707,131.00		349,495.00
4	Judgments not paid by liability insurance	-			
5	Voluntary termination agreements with certificated staff / employees occurring prior to 9/1/17	-			
6	Voluntary termination agreements with certificated Teachers 9/1/17 and after	-			
7					
8					
9					
10					
11					
12	Total Exclusions (Line 3 + Line 11)	-	707,131.00	-	349,495.00
13	Total Personal and Real Property Tax Requirement Subject to the Levy Limitation (Line 1 minus Line 12)	15,040,404.00	-	2,575,758.00	-
14	Assessed Valuation	1,843,917,134	1,843,917,134	1,843,917,134	1,843,917,134
15	Levy Subject to Limitation ((Line 13 / Line 14) x 100)	0.815877	0.000000	0.139689	0.000000
16	Total Levy for Compliance	0.955366			

If the total levy on Line 16 is \$1.05, or less, the levy limitation per State Statute Section 77-3442 has been met.

If Total of Line 16 is greater than \$1.05 and you did not hold a successful election to override the levy, you are in violation of the levy lid. The school district **must reduce property taxes** to meet the levy limitation.

If Total of Line 16 is greater than \$1.05 and you held a successful election to override the levy, which is in effect for the you must **attach a copy of the election ballot and the certified election returns** to your budget.

Qualified Capital Purpose Undertaking Fund levy. A district may only exceed the maximum levy of five and one-fifth cents per one hundred dollars of taxable valuation in any year if (i) the taxable valuation of the district is lower than the taxable valuation in the year in which the district last issued capital purpose undertaking bonds or (ii) such maximum levy is insufficient to meet the annual principal and interest obligations for all capital purpose undertaking bonds. Projects beginning after April 19, 2016 can only have a maximum levy of three cents per one hundred dollars of taxable valuation in any year. (Statute 79-10,110 & 79-10,110.02).

Special Building Fund levy. Limit on Building Fund levy of 14 cents (Statute 79-10,120)

REMINDER: School districts that have combined levies greater than \$1.20 or the combined levies that exceeded the maximum levy approved at a special election may be subject to petitions for the free holding of territory. Combined levies do not include levies for bonded indebtedness approved by the voters of a school district or levies for the refinancing of such bonded indebtedness.

Voluntary Termination Exclusions

- Line 5 Amounts to pay for current and future sums agreed to be paid by a school district to certificated employees in exchange for a voluntary termination of employment occurring prior to 9/1/17
- Line 6 Amount levied by school district at maximum levy to pay for current and future qualified voluntary termination incentives for certificated teachers pursuant to statute. Payments cannot exceed \$35,000, must be paid within 5 years, will result in savings to the school, were not included in a collective bargaining agreement
- Line 7 Amounts levied by school district at maximum levy to pay for 50% of the current and future sums agreed to be paid to certificated employees in exchange for voluntary termination between 9/1/18 to 8/31/19 as a result of collective bargaining agreement in force on 9/1/17

Levies Expected to be Set by County

NOTE: The Schedule portion below is to assist with the Levy setting process.

Fund	Property Taxes	Valuation	Expected Levy
General Fund	\$ 15,040,404.00	\$ 1,843,917,134	0.815877
Special Building Fund	\$ 2,575,758.00	\$ 1,843,917,134	0.139689
Bond Fund	\$ 445,788.00	\$ 2,822,376,148	0.015795
Bond Fund #2	\$ 261,343.00	\$ 1,843,917,134	0.014173
Bond Fund	\$ -	\$ 1,843,917,134	0
QCPUF Fund	\$ 349,495.00	\$ 1,843,917,134	0.018954
QCPUF Fund	\$ -	\$ 1,843,917,134	0
	\$ -	\$ 1,843,917,134	0
	\$ -	\$ 1,843,917,134	0
	\$ -	\$ 1,843,917,134	0
	\$ -	\$ 1,843,917,134	0
	\$ -	\$ 1,843,917,134	0
	\$ -	\$ 1,843,917,134	0
	\$ -	\$ 1,843,917,134	0
	\$ -	\$ 1,843,917,134	0
Total	\$ 18,672,788.00		\$ 1.004288

Must agree to Cover

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

Springfield Platteview Community Schools (77-0046) in Sarpy County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body B15+'Basic Data Input'!B154th+'Basic Data Input'!B17+'Basic Data Input'!D1 will meet on the 11th day of September, 2020 at 6:00 o'clock, PM, at Central Office- 14801 S. 108th St, Springfield, NE, 68059 for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours.

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve (4)	Total Available Resources Before Property Taxes (5)	Total Personal and Real Property Tax Requirement (7)
	2018-2019 (1)	2019-2020 (2)	2020-2021 (3)			
General	\$ 15,738,588.00	\$ 16,506,000.00	\$ 19,711,253.00	\$ 6,259,202.00	\$ 11,080,455.00	\$ 15,040,404.00
Depreciation	\$ -	\$ -	\$ 72,644.00		\$ 72,644.00	
Employee Benefit	\$ 187,978.00	\$ -	\$ 175,195.00	\$ -	\$ 175,195.00	
Contingency	\$ -	\$ -	\$ -		\$ -	
Activities	\$ 498,879.00	\$ 500,000.00	\$ 700,000.00	\$ 173,879.00	\$ 873,879.00	
School Nutrition	\$ 411,384.00	\$ 390,000.00	\$ 650,000.00	\$ 150,516.00	\$ 800,516.00	
Bond	\$ 431,160.00	\$ 448,707.00	\$ 15,700,060.00	\$ 612,711.00	\$ 15,612,711.00	\$ 707,131.00
Special Building	\$ 8,098,018.00	\$ 3,400,000.00	\$ 4,678,573.00		\$ 2,128,573.00	\$ 2,575,758.00
Qualified Capital Purpose Undertaking	\$ 347,593.00	\$ 346,642.00	\$ 695,593.00	\$ 174,880.00	\$ 524,473.00	\$ 349,495.00
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	
Student Fee	\$ 15,330.00	\$ 20,000.00	\$ 25,008.00	\$ -	\$ 25,008.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$ 25,728,930.00	\$ 21,611,349.00	\$ 42,408,326.00	\$ 7,371,188.00	\$ 31,293,454.00	\$ 18,672,788.00

Notice of Special Hearing To Set Final Tax Request

Springfield Platteview Community Schools (77-0046) in Sarpy County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 11th day of September 2020 at 6:15 o'clock PM, at Central Office- 14801 S. 108th St, Springfield, NE, 68059 for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request.

	2019-2020	2020-2021	Change
Property Valuations	1,711,718,579	1,843,917,134	8%

2019/20 Budget Information

2020/21 Budget Information

Fund	2019-2020 Operating Budget	2019-2020 Property Tax Request	2019 Tax Rate	Property Tax Rate (2019-2020 Request Divided By 2020 Valuation)	2020-2021 Operating Budget	2020-2021 Proposed Property Tax Request	Proposed 2020 Tax Rate	Change in Tax Rate	Change in Operating Budget
General Fund	18,852,564.00	14,343,434.00	0.837955	0.777878	19,711,253.00	15,040,404.00	0.815677	-3%	5%
Bond Fund(s) K - 12	444,220.00	448,707.00	0.017301	0.015738	15,700,060.00	445,788.00	0.015795	-9%	3434%
Bond Fund(s) K - 8									
Bond Fund(s) 9 - 12									
Bond Fund #2 (2020 election)						261,343.00	0.014173		
Special Building Fund	4,009,775.00	2,383,838.00	0.139266	0.140000	4,678,573.00	2,575,758.00	0.139689	0%	17%
Qualified Capital Purpose Undertaking Fund K - 12	381,642.00	350,505.00	0.020477	0.019009	695,593.00	349,495.00	0.018954	-7%	82%
Qualified Capital Purpose Undertaking Fund K - 8									
Qualified Capital Purpose Undertaking Fund 9 - 12									
Total	23,688,201.00	17,526,484.00	1.014999	0.952625	40,785,479.00	18,672,788.00	1.004288	-1%	72%

Suburban Newspapers

YOUR COMMUNITY
YOUR NEWS

Affidavit Of Publication

State of Nebraska }
 } SS.
County of Sarpy, Nebraska }

I, (the undersigned) an authorized representative of the SNI Papillion Times, a legal newspaper of general circulation in County of Sarpy, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on;

Wednesday, September 02, 2020 in Papillion Times

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska.

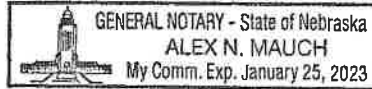
The above facts are within my personal knowledge.

Billing Representative

Sworn to and subscribed before me this 2nd day of September, 2020.

Alex N. Mauch

Notary Public



State of Virginia
City of Richmond
My Commission expires _____

FUNDS	Actual Disbursements & Transfers		Actual/Revised Disbursements & Transfers		Budgeted Disbursements & Transfers	Necessary Cash Reserve	Total Available Resources Before Property Taxes	Total Personal and Real Property Tax Requirement
	2018-2019 (1)	2019-2020 (2)	2018-2021 (3)	2018-2021 (3)				
General	\$ 15,728,558.00	\$ -	\$ 16,586,000.00	\$ -	\$ 19,711,253.00	\$ 6,237,202.00	\$ 11,088,485.00	\$ 15,040,484.00
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ 72,644.00	\$ -	\$ -	\$ -
Employee Benefit	\$ 187,978.00	\$ -	\$ -	\$ -	\$ 175,195.00	\$ -	\$ 175,195.00	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auxiliary	\$ 498,679.00	\$ -	\$ 500,000.00	\$ -	\$ 700,000.00	\$ 175,889.00	\$ 871,889.00	\$ -
School Nutrition	\$ 411,284.00	\$ -	\$ 390,000.00	\$ -	\$ 650,000.00	\$ 150,516.00	\$ 800,516.00	\$ -
Bond	\$ 431,160.00	\$ -	\$ 448,707.00	\$ -	\$ 15,700,060.00	\$ 612,711.00	\$ 15,612,711.00	\$ 707,121.00
Special Building	\$ 9,098,018.00	\$ -	\$ 3,400,000.00	\$ -	\$ 4,678,573.00	\$ -	\$ 2,128,573.00	\$ 2,575,728.00
Quasi-Capital Purpose Undertaking	\$ 347,293.00	\$ -	\$ 346,642.00	\$ -	\$ 695,593.00	\$ 174,880.00	\$ 524,473.00	\$ 349,495.00
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Student Fee	\$ 15,110.00	\$ -	\$ 20,000.00	\$ -	\$ 25,008.00	\$ -	\$ 25,008.00	\$ -
TOTALS	\$ 25,728,558.00	\$ -	\$ 21,611,349.00	\$ -	\$ 42,408,326.00	\$ 7,274,188.00	\$ 31,293,454.00	\$ 18,677,728.00

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

Springfield Pilotage Community Schools (77-0046) in Sarpy County, Nebraska
 PUBLIC NOTICE is hereby given in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body (B.S., Board Data Input 1 B154b, B16c, Data Input 1 B17, B18c, Data Input 1 D) will meet on the 11th day of September, 2020 at 6:00 o'clock, PM, in Central Office 14801 S. 108th St., Springfield, NE, 68099 for the purpose of hearing, support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget details is available at the office of the Clerk/Secretary during regular business hours.

RESOLUTION ADOPTING 2020-21 BUDGET

Sarpy County School District 77-0046, aka Springfield Platteview Community Schools
Sarpy County, Nebraska
(77-0046)

WHEREAS, public notice was given at least five days in advance of a Special Public Hearing called for the purpose of discussing, amending, and approving the District’s Budget for the 2020-21 school fiscal year, and,

WHEREAS, such Special Public Hearing was held before the Board of Education said school district at the time, date, and place announced in the notice published in a newspaper of general circulation, a copy of which notice is attached hereto in the State of Nebraska Budget forms and incorporated herein by this reference, all as required by law; and,

WHEREAS, the Board provided an opportunity to receive comment, information and evidence from persons in attendance at such Special Hearing; and,

WHEREAS, the administration has presented the board with detailed budgets and proposed amendments, if any, for all funds utilized by the District, and,

WHEREAS, the Board, after having reviewed the District’s proposed budget and amendments thereto, and, after public consideration of the matter, has determined that the budget for the funds described below is necessary in order to carry out the functions of the District, as determined by the Board for the 2020-21 school fiscal year.

NOW THEREFORE BE IT RESOLVED as follows:

The budget recommendations of the administration are adopted as presented in the State’s 2020-21 School District Budget Forms and in the Notice of Budget Hearing Summary for the 2020-21 fiscal school year totaling \$19,711,253 for the General Fund Disbursements and Transfers; \$15,700,060 for the Bond Fund; \$4,678,573 for the Special Building Fund; \$700,000 for the activity fund; \$695,593 for the QCPUF Fund; \$650,000 for the School Nutrition fund; \$175,195 for the Employee Benefit Fund; \$72,644 for the Depreciation Fund; and \$25,008 for the Student Fee Fund.

It is so moved by _____ and seconded by _____ this 14th day of September, 2020.

Roll Call vote as follows:

<u>Brenda Sherman</u>	Yes	No	Absent
<u>Kyle Fisher</u>	Yes	No	Absent
<u>Lisa Roseland</u>	Yes	No	Absent
<u>Bob Icenogle</u>	Yes	No	Absent
<u>Brian Osborn</u>	Yes	No	Absent
<u>Cori Swanson</u>	Yes	No	Absent

The undersigned herewith certifies, as Secretary of the Board of Education of Springfield Platteview Community Schools, that the above Resolution was duly adopted by a majority of said Board at a duly constituted public meeting of said Board.

_____, Kyle Fisher, Board Secretary



SYAA Management Agreement for Use of School District Facilities

The agreement between Springfield Platteview Community Schools (the District) and the Springfield Youth Athletic Association (SYAA) is entered into by and agreed between the two parties as such;

Acknowledgements/ Agreements:

- 1) The District owns the facilities SYAA would like to use for youth sports for practices and games.
- 2) The facilities identified for use by the SYAA in 2020-21 are the high school gymnasiums, high school practice fields, elementary outside practices fields, and high school stadium field.
- 3) The SYAA understands the additional requirements for each sport (as identified, listed and reviewed by the HS Principal with SYAA) to operate as a result of COVID-19 on school property.
- 4) The SYAA organization, participants, and parents understand the dangers associated with participation in youth sports with COVID-19 in a community spread situation and agree to hold the District harmless for any infections and/or related issues resulting from COVID-19.
- 5) SYAA, if possible and financially feasible, should have insurance policy coverage for related to COVID-19.

Name of SPCS Board President

Name of SYAA President

Signature of SPCS Board President

Date

Signature of SYAA President

Date

SOCIAL MEDIA RULES OF ENGAGEMENT

The goal of Springfield Platteview Community Schools social media presence is to share important information about the District with our public and engage in an open and respectful dialogue. To help us accomplish this goal we ask that you abide by the following guidelines:

- These sites are not intended to circumvent regular communication channels for sharing personal issues and concerns. Comments regarding a personal issue with the district, a school or staff member will be removed.
- Be respectful. Personal attacks or comments that are deemed offensive to any member of our community will not be tolerated. Inappropriate remarks and profanity will be removed.
- Want to boost your product sales? Running for a political office? Publish a personal Facebook page or Twitter Account, and leave ours for sharing news and insights about our district.
- Have a question for a specific employee? Contact them privately. Individuals should not expect responses to questions or comments posted on this page.
- The mission of Springfield Platteview Community Schools is student learning. Please be certain that your comments are appropriate for an educational environment and people of all ages.
- Be factual. Inaccurate information will not be allowed. False information will be removed and factual information will be posted.
- All comments and communication must come from a verifiable account. Comments made by individuals who are misrepresenting themselves or from unverifiable accounts will be removed.
- We want you to feel comfortable sharing your views about Springfield Platteview Community Schools. However, abuse of the above guidelines can lead to the removal of a specific posting or the blocking/removal from our page.
- Springfield Platteview Community Schools retains the right to determine the content of all SPCS social media pages/accounts, and may, at any time, remove content deemed inappropriate for an educational institution and its audiences.

Any comment, post communication or message posted by a third party shall not be considered the opinion of Springfield Platteview Community Schools. If you have any questions, comments or concerns, you may reach Nichole Baugh at Springfield Platteview Community Schools by calling 402-592-1300.

REORGANIZATION PLAN
TO TRANSFER AND ATTACH PROPERTY BY A CHANGE OF BOUNDARIES
UNDER AND PURSUANT TO THE LEARNING COMMUNITY REORGANIZATION ACT
OR OTHER LAWS
(Sections 79-4,117 to 79-4,129 or Other Laws)

TO: The State Committee for the Reorganization of School Districts, the County Clerks of Sarpy County Nebraska, and All Others Who Are, or May Be, Concerned.

A. This Reorganization Plan (the "Plan") is being initiated under and pursuant to the Learning Community Reorganization Act found at Neb. Rev. Stat §§ 79-4,117 to 79-4,129 (the "Act") and/or other Nebraska laws, by Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools, hereinafter referred to as "SP," an accredited Class III School District, under the laws and statutes of the State of Nebraska, and Sarpy County School District 77-0001, a/k/a Bellevue Public Schools, hereinafter referred to as "BPS," also an accredited Class III School District, under the laws and statutes of the State of Nebraska, (collectively, both school districts are herein sometimes referred to as the "School Districts"). The School Districts are members of the Learning Community of Douglas and Sarpy Counties (the "LC") and present the Plan for approval to the State Committee for the Reorganization of School Districts (the "State Committee") or others as required by law for review and action under the Act or other laws. Both School Districts have conditionally approved the Plan and hereby request approval from the State Committee or others according to the Act or other laws for submission back to the School Districts for their final approval and implementation by the Sarpy County Clerk or others. This Plan involves the transfer and attachment to an established district of part of the territory of one or more districts under Neb. Rev. Stat § 79-4,120 or other laws and a change in boundaries of the School Districts solely within the LC and no territory is being transferred out of the LC. SP and BPS are not part of an affiliation of school districts or an affiliated school system as provided by Nebraska law.

B. The undersigned School Districts by this Plan, petition, agree, state and represent that it is considered to be in the best interests of SP, BPS and the LC, that the boundaries of each of the School Districts be changed in accordance with this Plan and Agreement, and in furtherance thereof, do hereby request the State Committee and County Officials or others as required to whom this Plan and Agreement is directed or their successors in interest, to approve same enter an order changing the boundaries of SP and BPS, pursuant to Neb. Rev. Stat § 79-4,128, and/or other Nebraska laws, so as to transfer the following-described territory from SP to BPS, such territory (herein sometimes referred to as the "Property") being legally described as follows, to-wit:

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SE1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SE1/4 OF THE NW1/4 OF SECTION 08, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 2, GLENN MILLER ADDITION, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 08, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF OUTLOT "G", BELLE LAGO; THENCE N87°09'19"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID SE1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING THE SOUTH LINE OF SAID OUTLOT "G", BELLE LAGO, SAID LINE ALSO BEING THE SOUTH LINES OF OUTLOTS "B" AND "H", SAID BELLE LAGO, A DISTANCE OF 1,334.24 FEET TO THE NORTHEAST CORNER OF SAID SE1/4 OF THE NW1/4 OF SECTION 08, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID OUTLOT "H", BELLE LAGO, SAID POINT ALSO BEING ON THE WEST LINE OF TAX LOT 5, A TAX LOT LOCATED IN THE NE1/4 OF SAID SECTION 08; THENCE S02°35'03"E ALONG THE EAST LINE OF SAID SE1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING SAID WEST LINE OF TAX LOT 5, A DISTANCE OF 1,325.37 FEET TO THE SOUTHEAST CORNER OF SAID NW1/4 OF SECTION 08, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TAX LOT 5, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 124, HEARTLAND HILLS, A SUBDIVISION LOCATED IN THE SE1/4 OF SAID SECTION 08, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1, CLEAR WATER FALLS, A SUBDIVISION LOCATED IN THE SW1/4 OF SAID SECTION 08; THENCE S87°02'38"W ALONG THE SOUTH LINE OF SAID SE1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 1, CLEARWATER FALLS, SAID LINE ALSO BEING THE NORTH LINE OF LOTS 11, 20, 21 AND 53 ALONG WITH OUTLOTS "B" AND "I", SAID CLEARWATER FALLS, A DISTANCE OF 1,335.24 FEET TO THE SOUTHWEST CORNER OF SAID SE1/4 OF THE NW1/4 OF SECTION 08; THENCE N02°32'30"W ALONG THE WEST LINE OF SAID SE1/4 OF THE NW1/4 OF SECTION 08, A DISTANCE OF 1,327.98 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,770,737 SQUARE FEET OR 40.651 ACRES, MORE OR LESS.

C. The terms of this Plan and Agreement and on which the transfer and attachment by a change of boundaries, as described above, is to be made between SP and BPS shall be as follows:

1. A DESCRIPTION OF THE PROPOSED BOUNDARIES OF THE REORGANIZED DISTRICTS AND A DESIGNATION OF THE CLASS FOR EACH DISTRICT.

A description of the Property to be transferred from SP to BPS is contained above. Both School Districts are Class III school districts. For a visual of the boundaries of the reorganized districts, see maps referred to in paragraph 5 and attached as Exhibit "I" to this Plan.

2. SUMMARY OF REASONS FOR PROPOSED CHANGE, EXPLANATION OF STATUTORY COMPLIANCE AND STATUTORY ASSURANCE.

The reasons for the proposed transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 or other laws as provided herein involve consideration being given to: (1) the educational needs of the learning community, (2) economies in administration costs, (3) the future use of existing satisfactory school buildings, sites, and play fields, (4) the convenience and welfare of pupils, (5) transportation proximity, (6) the equalization of the educational opportunity of pupils, (7) the amount of outstanding indebtedness of each district and proposed disposition thereof, (8) the equitable adjustment of all property, debts, and liabilities among the districts involved, (9) any additional statutory requirements for learning community organization, and (10) any other matters which, in the School Districts' judgment, are of importance. This Plan complies with statutory requirements in that no property is leaving the LC and for the reasons stated above. This Plan does not increase the geographic size of any school district that has more than twenty-five thousand students.

3. SUMMARY OF TERMS OF REORGANIZATION.

The terms of this Plan involve a transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat§ 79-4,120 or other laws as described herein. As this Plan only involves such transfer and attachment according to the Act or other laws and there is no new district being created, the school boards, school board wards or districts, if any, and classifications of the School Districts involved are unchanged and shall remain the same and the State Committee or others will not need to determine initial school board districts or wards, or appoint an initial school board.

4. STATEMENT OF FINDINGS ON LOCATION AND UTILIZATION OF SCHOOLS AND TRANSPORTATION

The terms of this Plan involve a transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat§ 79-4,120 or other laws as described herein. As

this Plan only involves such transfer and attachment according to the Act, there is no change with respect to the location of schools, the utilization of existing buildings, the construction of new buildings, or the transportation requirements of the School Districts involved.

5. MAPS SHOWING BOUNDARIES

Maps showing the boundaries of established school districts and the boundaries proposed under this Plan are attached hereto and incorporated herein by this reference as Exhibit "1."

6. OTHER MATTERS

The effective date of the change of boundaries and the transfer of the Property from SP to BPS shall be upon final approvals and entry of an order by the appropriate County Officials whose order is necessary to effect the change in boundaries and Property transfer set forth herein, or according to law, whichever occurs later in time. All assets, including budget authority and unbonded liabilities of each School District shall remain the same on such transfer and attachment hereunder and shall not be transferred to BPS. The transferred land shall continue to be liable for any bonded indebtedness voted or incurred by SP prior to the boundary change order effective date and such transferred land shall not be liable for any bond indebtedness voted or incurred by BPS prior to the effective date of the boundary change order. The transferred land shall be responsible for future bonded indebtedness, if any, voted or incurred by BPS after the effective date of the boundary change order. All uncollected real estate taxes due and payable on such transferred land prior to the effective date of the boundary change order shall remain the property of SP. All real estate taxes levied and assessed on such transferred land after the effective date of the boundary change order shall be the property of BPS.

Upon completing the transfer the Sarpy County Clerk shall file the order, certificates or other appropriate notice documents with the Sarpy County Assessor, Treasurer, the State Committee and all other appropriate county or state officials so that taxing records, voting records, and the like, may be changed to reflect such action, and so that such records and any appropriate maps can be changed accordingly. The undersigned School Districts hereby certify and agree that the Property described in this Plan is within the parameters and meets all conditions of their ADJUSTMENT OF SCHOOL DISTRICT BOUNDARIES INTERLOCAL AGREEMENT and hereby respectfully initiate and present this Plan, and agree and request that the changes in boundaries as set forth herein.

BOARD OF EDUCATION AND SCHOOL
BOARD OF SARPY COUNTY SCHOOL

DISTRICT 77-0046, a/k/a SPRINGFIELD
PLATTEVIEW COMMUNITY SCHOOLS

By: _____
Authorized Official

BOARD OF EDUCATION AND SCHOOL BOARD
OF SARPY COUNTY SCHOOL DISTRICT 77-
0001, a/k/a BELLEVUE PUBLIC SCHOOLS

By: _____
Authorized Official

EXHIBIT "A"



400 0 400

1 inch = 400 ft.



LEGAL DESCRIPTION

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 E & A CONSULTING GROUP, INC. <i>Engineering Answers</i>	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599	LEGAL DESCRIPTION PART OF THE EAST 1/2 OF SECTION 08-T13N-R13E SARPY COUNTY, NEBRASKA
Drawn by: CJV Chkd by: _____ Date: 04/24/2019		
Job No.: 2018.090.001		



Sary County

School District

Springfield Platteview

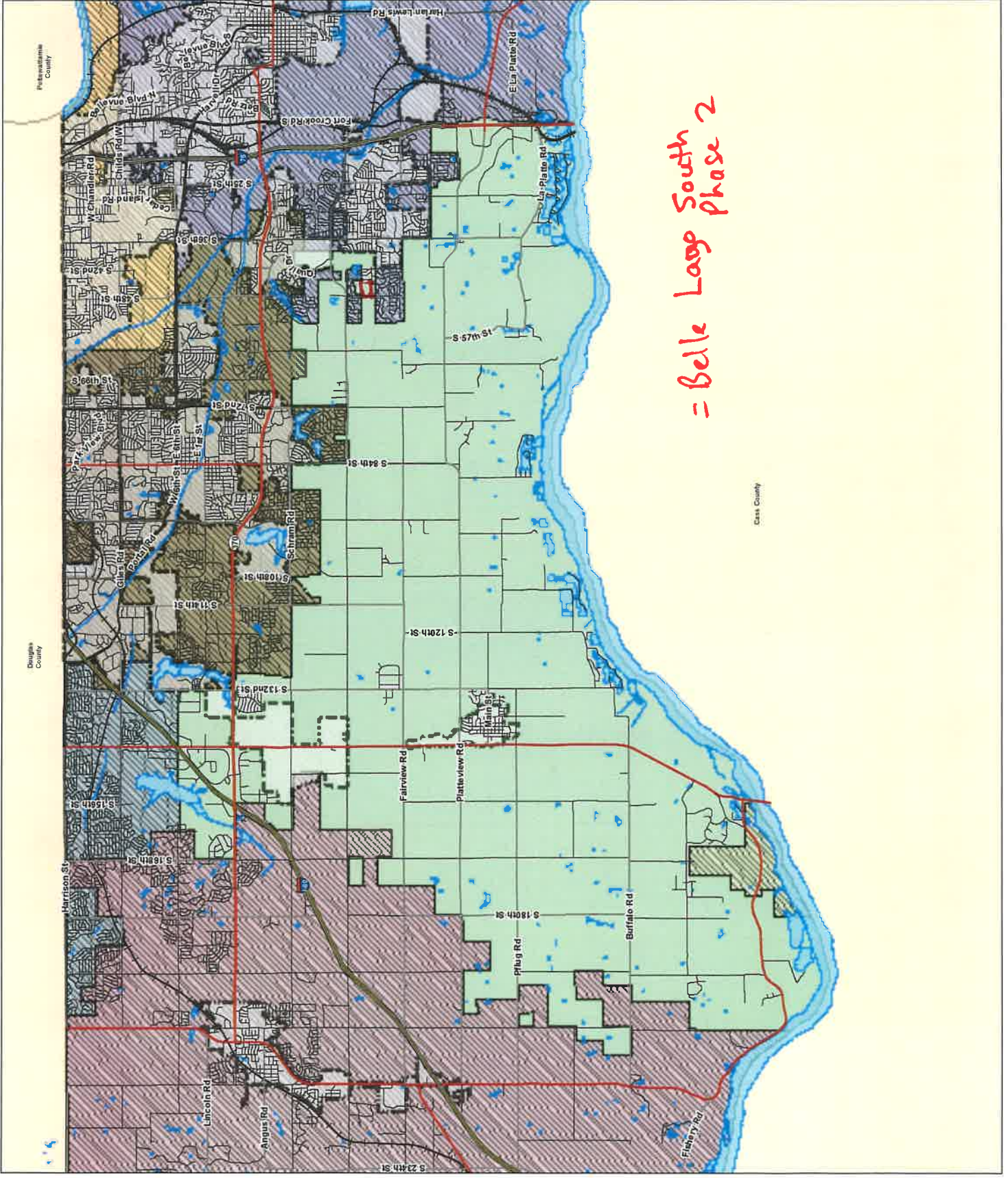


Legend

- City Limits
- School Districts**
 - Ashland-Greenwood
 - Bellevue
 - Gretna
 - Louisville
 - Millard
 - Omaha, District 8
 - Papillion-La Vista
 - Springfield Platteview

Prepared on: 11/15/2017
Sary County
GIS

Disclaimer: This map is provided as a general informational tool and does not constitute a warranty or representation of any kind. The user assumes all responsibility for the use of this information. The information is provided "as is" without any warranty, express or implied, including but not limited to the accuracy, completeness, or suitability for any purpose. The user shall not rely on this information for any specific purpose. The user shall indemnify and hold the provider harmless from any and all claims, damages, and expenses, including reasonable attorneys' fees, arising out of or in connection with the use of this information.



= Belle Lare South Phase 2



SPCS Staff Leave For Quarantines

Under the Family First Coronavirus Response Act (FFCRA), Certified and Classified Staff are entitled up to 80 hours of Emergency Paid Sick Leave, which cannot count against their accrued sick leave. Part time employees are entitled to the average number of hours in a two week period. The FFCRA leave is scheduled to end on Dec. 31, 2020.

Resolution:

Springfield Platteview Community Schools allows for the employee to be granted more than the 80 hours of leave allowed by the FFCRA law and not have it counted against their own accrued sick leave if the employee's COVID-19 quarantine was due to a work related reason.

Quarantine time required due to an outside issue related to COVID-19 will follow the FFCRA Law entitling the employee up to 80 hours of Emergency Paid Sick Leave. Anything more than the 80 hours allowed, the employee will have to use their own accrued sick leave time to cover their absences.

Teachers who are able to work from home during a quarantine and are still able to do a teacher's job duties (such as prepare and present lessons to students through Zoom, collaborate with substitutes on lessons, continue grading assignments, and participate in classroom activities and lessons) will not be counted as an absence from school.

This resolution for leave for staff will remain in effect for the remainder of the 2020-21 school year or until the Board declares the resolution is no longer needed.

**COVID 19: License and Management Agreement
for Use of Municipal Property for Sports
or Other Recreational Activities**

This License and Management Agreement (the "License"), dated for reference purposes only as of the ____ day of _____, 2020, is entered into by and between the City of Springfield, Nebraska, a Municipal Corporation ("Licensor"), and Springfield Platteview Community Schools, a Political Subdivision of the State of Nebraska ("Licensee").

RECITALS

A. Licensor owns the real estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").

B. The Licensee desires to license a portion of the Real Property during the times and on the dates as identified on Exhibit "B" attached hereto and incorporated herein by this reference (the "Premises").

C. The Premises includes a playing field, court, or other grounds suitable for sports and other recreational activities, and may include associated improvements and structures included therewith, all as more particularly described on Exhibit "B".

D. Licensee is involved in organizing junior high and high school girls' softball in the municipality.

E. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that operation of the Premises during all practices, games, and other events follows the current applicable rules for safe operation.

F. Licensee desires to utilize the Premises for junior high and high school girls' softball and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for safe operation.

G. Licensor and Licensee entered into an Agreement dated May 13, 2013, outlining responsibilities for the operation and maintenance of the ball field at City Park, which Agreement shall still be valid and enforceable upon execution of this License. To the extent that the May 13, 2013, Agreement and the License are inconsistent, this License Agreement shall be controlling.

H. Licensors and Licensee entered into an Agreement dated February 4, 2020, outlining additional responsibilities for the operation and maintenance of the ball field at City Park, which Agreement shall still be valid and enforceable upon execution of this License. To the extent that the February 4, 2020, Agreement and the License are inconsistent, this License Agreement shall be controlling.

I. Licensors desires to enter into this License whereby Licensee shall license and manage the Premises for Licensors, subject to the following terms.

NOW THEREFORE, Licensors and Licensee agree as follows:

1. **Licensed Premises.** Licensors desires to license to Licensee the Premises, as defined above, consisting of approximately 4 acres of real property at City Park during the times and on the dates as further described on Exhibit "B". Such area includes the municipal playing field(s), court(s), grounds, and/or the structures and improvements associated with the playing field(s), court(s), or grounds, including, but not limited to, the bleachers, stands, restroom facilities, drinking fountain(s), and concession stand. Licensors licenses the Premises to Licensee, and Licensee licenses the Premises from Licensors, for the License Term, and Licensee agrees to pay the license fee, and to perform all of Licensee's obligations described herein.

2. **Management.** The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises are being utilized pursuant to this License. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the *June 1st Statewide Sports Reopening Guidelines* issued by the State of Nebraska, attached hereto as Exhibit "C" and incorporated herein by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensors (collectively the "Rules"). Licensee represents and covenants to Licensors that Licensee is familiar with the Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed. Licensee is responsible for ensuring that each player, coach, umpire, official, concession stand worker, restroom attendant, parent volunteer assisting with dugout management and other participant signs the Participation Agreement entitled "COVID-19: Participants Agreement for Sports or Other Recreational Activities," (hereinafter "Participation Agreement") as provided in Springfield City Council Resolution No. 2020-19 dated June 2, 2020, prior to participant's involvement. A copy of the Participation Agreement is attached as Exhibit "D." Upon request, copies of these documents must be made available to the City of Springfield during the term of this Agreement.

Licensee shall maintain copies of said Participation Agreements for the duration of this Agreement. At the end of this Agreement, Licensee shall remit all Participation Agreements to the City of Springfield.

3. **Term.** The License shall become effective upon execution of this Agreement by both parties and delivery of the certificate of insurance required under Section 9 of this Agreement and shall terminate March 31, 2021. Either party shall have the right to terminate this License by providing the other party with no less than ten (10) days prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licensor retains the right, at any time, to terminate this License by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licensor determines, in Licensor's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. **License Fee.** Licensee agrees to pay Licensor a license fee of \$0.

5. **Acceptance of Premises.** By taking possession of the Premises, Licensee accepts the Premises in its current condition. Licensee further agrees that Licensor has not provided Licensee with any warranty or representation as to the condition of the Premises and that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use. Licensee also acknowledges and agrees that Licensee is only utilizing a portion of the Real Property that is described herein as the Premises and that Licensor and other parties also shall have the right to use the Real Property during the License Term, subject to the reasonable licensing discretion of Licensor. Licensee shall secure Licensor's permission prior to making any improvements or alterations of any nature to the Premises. Licensor reserves the right to withhold its consent in Licensor's sole discretion.

6. **Real Estate Taxes.** If applicable during the License Term, Licensor shall pay all real property taxes and assessments, improvement bonds, and other governmental levies ("Taxes") imposed on or with respect to the Premises, if any exist. Licensee shall pay all personal property taxes imposed on or with respect to Licensee's equipment and personal property located on the Premises, if any exist.

7. **Utilities.** Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Licensor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by Licensor before the same become due. Licensee is responsible for reimbursement of utility costs to Licensor as per the Agreement between the two parties dated May 13, 2013.

8. **Maintenance.** Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License. Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly while players and fans are present, and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart, if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stand, if any, is only allowed to open if all requirements set forth in the Rules are followed. Licensee shall ensure that the stands, bleachers, or other facilities are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Licensee shall be responsible for removal of all trash generated from their use of the property and shall dump all trash into the main park dumpster at the end of every practice or game. Licensor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control on the Premises in accordance with past practices of Licensor. Provided, however, Licensee shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises. Licensee agrees to promptly notify Licensor of any maintenance or repair that is the responsibility of Licensor hereunder.

9. **Insurance.** During the License Term, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. Licensor shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. If possible and financially feasible, Licensee shall endeavor to have the foregoing insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

10. **Licensee's Indemnification.** Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof, whether the same are raised during the term hereof or after. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

11. **Assignment.** Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion.

12. **No Re-license.** Licensor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Licensor agrees in writing. The collection or acceptance of the license fee or other payment by Licensor from any person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

13. **Events of Default.** The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the license fee or any other payments required to be made by Licensee under this License when due; and (ii) the failure by Licensee to observe or perform any of the provisions of this License to be observed or performed by the Licensee if such failure continues for a period of ten (10) days, or such other period if this License specifically provides a different period for a particular failure, after written notice by Licensor to Licensee of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within ten (10) days, an Event of Default shall not be considered to have occurred if Licensee commences to cure such failure within such ten (10) day period and continues to proceed diligently with the cure of such failure.

14. **Remedies.** On the occurrence of an Event of Default, Licensor may at any time thereafter, with or without notice or demand and without limiting Licensor in the exercise of a right or remedy which Licensor may have by reason of such default or breach, exercise any rights or remedies Licensor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;
- B. sue for the license fee due and to become due under the License;
- C. sue for any damages sustained by Licensor;
- D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises.

15. **Non-Exclusive Remedies.** The remedies of Licensor set forth in Section 14 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Licensor

to seek and obtain an injunction and the right of Licensor to damages in addition to those specified herein.

16. **Default by Licensor.** Licensor shall not be liable to Licensee if Licensor is unable to fulfill any of its obligations under this License, if Licensor is prevented, delayed, or curtailed from so doing by reason of any cause beyond Licensor's reasonable control. Licensor shall not be in default unless Licensor fails to perform obligations required of Licensor within a reasonable time, but in no event later than thirty (30) days after written notice by Licensee to Licensor, specifying Licensor's failure to perform such obligation; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for performance, then Licensor shall not be in default if Licensor commences performance within such thirty (30) day period and thereafter diligently prosecutes its efforts to satisfy such obligation.

17. **Entry by Licensor.** Licensor and its agents and employees shall have the right to enter the Premises at all reasonable times and during normal business hours, to examine the same, to make such maintenance and repairs of the Premises and such maintenance, repairs, alterations, decorations, additions, and improvements to other portions of the Premises as Licensor requires.

18. **Notices.** Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Any notice given by mail shall be deemed received two (2) business days following the date such notice is mailed as provided in this Section. Any notice given by electronic mail or personally delivered shall be effective upon receipt. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Licensor's Address: City of Springfield
PO Box 189
Springfield, NE 68059

b. Licensee's Address: Springfield Platteview Community Schools
14801 South 108th Street
Springfield, NE 68059

19. **Applicable Laws.** This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

20. **Modification.** This License contains all of the terms and conditions agreed upon by the Licensor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other

contemporaneous documents. This License may not be modified or changed except by written instrument signed by Licensor and Licensee.

21. **Relationship of Parties.** Neither the method of computation of the license fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee, other than the relationship of Licensor and Licensee.

22. **Waiver.** The acceptance of the license fee or other payments by Licensor, or the endorsement or statement on any check or any letter accompanying any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Licensor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

23. **Partial Invalidity.** If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

24. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

25. **Memorandum of License.** Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

26. **Binding Effect.** This License shall be binding upon and shall inure to the benefit of Licensor, Licensee, and their respective successors and assignees.

27. **Counterparts.** This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

28. **Non-Discrimination of Employment.** No party to this agreement shall discriminate against any employee or applicant for employment to be employed in the performance of this

agreement with respect to his or her hire, tenure, terms, conditions or privileges of employment because of his or her race, color, religion, sex, disability or national origin.

29. **Non-Discrimination of Licensor Property.** No party to this agreement shall directly or indirectly refuse, withhold from, deny, or attempt to refuse, withhold or deny, to any other person any of the accommodations, advantages, facilities, services or privileges on Licensor's property on the basis of race, creed, color, sex, religion, national origin or ancestry.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

ATTEST:

**"LICENSEE"
SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS**

By: _____
Its: _____

ATTEST:

**"LICENSOR"
CITY OF SPRINGFIELD, NEBRASKA**

By: Robert Roseland
Its: Mayor

Exhibit "A"

Legal Description

Premises consists of approximately 4 acres of baseball/softball field area at City Park legally described as Tax Lots 34B and 35, Section 24, Township 13, Range 11 East of the 6th P.M., City of Springfield, Sarpy County, Nebraska, and generally located at the east dead end of Cedar Street and the north dead end of LA Bates.

Exhibit "B"

Diagram or Description of the Licensed Premises including list of Improvements/Structures

& Dates and Times of License

- **Diagram of Licensed Premises attached.**
- **List of Dates and Times Premises is to be used attached.**
- **Improvements/Structures on Premises include, but are not limited to, the following:**

City Park:

Baseball Field (infield, outfield, fencing, lights, etc.)

Scoreboard

Two Dugouts

Bleachers

Concession Stand

Restroom Facility

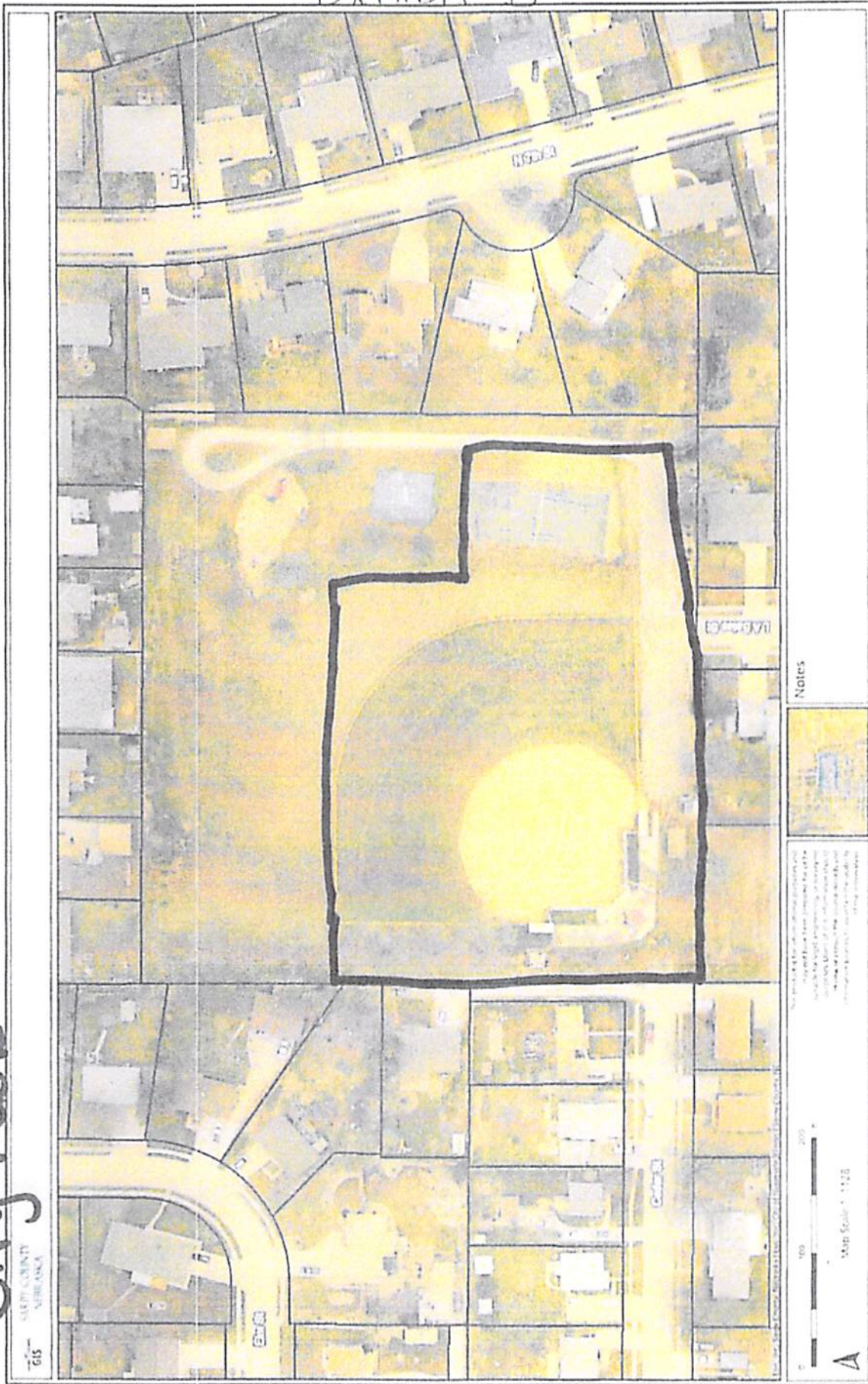
Shed

Parking Lot

Adjacent Grass Space for Warmups

Exhibit B

City Park



Legend: = Premises

Exhibit "C"

June 1st Statewide Sports Reopening Guidelines issued by the State of Nebraska

June 1st Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
 - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
 - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
 - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
 - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
 - When protective equipment is needed to be shared, it should be disinfected between players use.
 - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
 - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
 - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
 - Clean and disinfect high touch surfaces regularly while players and fans are present.
 - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
 - Whenever possible, practice social distancing between staff.
 - All employees directly interacting with customers should wear face coverings.
 - All food code regulations must still be followed.
 - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



Exhibit "D"

Participation Agreement

COVID-19: Participants Agreement for Sports or Other Recreational Activities

(Please print clearly or type and fill in all blanks and sign below.)

Participant Name: _____

Participant Category (Player, Coach, Umpire, Official, Concession Stand Worker, Restroom Attendant,

Parent Volunteer or Other Participant): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone #: _____

Age of Participant: _____

Municipality: City of Springfield, Nebraska

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you **ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH**, caused by or related to COVID-19, by voluntarily entering the property and/or public facilities of the City of Springfield, NE and participating in or viewing adult and/or youth games, practices, or other group recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other group recreational activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player, coach, umpire, official, concession stand worker, restroom attendant, parent volunteer or other participant ("Participant") being allowed to participate in adult and/or youth team sports or other group recreational activities on municipal property and/or public facilities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the City of Springfield, Nebraska (hereinafter "Municipality") on whose property and/or public facilities Participant participates in any adult and/or youth games, practices, or other group recreational activities, together with such Municipality's mayor and council, administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the

Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of such Municipality, participating in or viewing any such game, practice, or other group recreational activity, or other use of public facilities on the property of such Municipality, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the game, practice, or other group recreational activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property and/or public facilities of such Municipality in connection with any game, practice, or other group recreational activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by such Municipality relating to COVID-19 or other safety or hygiene precautions, understanding that the Municipality may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other group recreational activity at the election of the Municipality at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

Signature of Participant
(If 18 Years Old or Older)

Print Clearly or Type Name of Participant

Signature of Parent
(If Participant is 17 Years Old or Younger)

Print Clearly or Type Name of Parent

Signature of Legal Guardian (If Applicable)

Print Clearly or Type Name of Legal
Guardian



14801 S. 108th St.
Springfield, NE 68059
402-592-1300
www.springfieldplatteview.org

Future Planning

Sept. 14, 2020

9/28/20	Board Work Session 7 PM
10/12/20	Regular Board Meeting 7 PM/ Americanism Cmte 6 PM; Finance 6:30 PM
10/21-22/20	Virtual Parent Conferences- All Day
10/22-23/20	No School- Teacher work day 22nd until 2 PM. Off- Friday 23rd
10/26/20	Board Work Session 7 PM
11/9/20	Regular Board Meeting 7 PM/ Personnel Committee 6 PM; Finance at 6:30 PM
11/18-20/20	NASB State Conference at CHI Center or Virtual
11/23/20	Board Work Session
11/25/20	Thanksgiving Break starts for students- .5 day staff
12/14/20	Regular Board Meeting 7 PM; Site Committee 6 PM; Finance 6:30 PM
12/23/20	Holiday Break