

Board of Education Regular Meeting
Monday, January 8, 2018 7:00 PM Central

Rm. 240 - North Hallway
705 N 9th Street
Arlington, NE 68002

Matt O'Daniel: Present

Teri O'Flaherty: Present

Bruce Scheer: Present

Jessi Scheer: Present

Luanne Sundberg: Present

Shanon Willmott: Present

Present: 6.

1. OPENING PROCEDURES

1.1. Call Meeting to Order

Chair Person Matt O'Daniel called the meeting to order at 7 p.m.

1.2. Roll Call

Board Members Present: Matt O'Daniel, Teri O'Flaherty, Bruce Scheer, Jessica Scheer, Luanne Sundberg, Shanon Willmott. Also present was Superintendent Lynn Johnson, Elementary Principal Jacque Morgan, High School Principal Aaron Pfingsten, Athletic Director James Shada and Cheryl Keeler, recording secretary.

1.3. Pledge of Allegiance

1.4. Approval of Regular Meeting Agenda

Motion to approve the regular meeting agenda as presented Passed with a motion by Teri O'Flaherty and a second by Bruce Scheer.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

2. ANNUAL ORGANIZATIONAL MEETING

2.1. Reorganization of the Board - Election of President, Vice President

Chair Person Matt O'Daniel opened nominations.

Nominations for President - Bruce Scheer nominated Matt O'Daniel Nomination seconded by Jessica Scheer - Closed nominations.

Written ballots indicate four ballots for O'Daniel and two blank ballots.

Nominations for Vice President -Luanne Sundberg nominated Shanon Willmott and Teri O'Flaherty nominated Jessica Scheer. Closed nominations.

Written ballots indicated four votes for Willmott and two votes for Jessica Scheer.

2.2. Reorganization of the Board - Appointment of secretary, treasurer, and recording secretary

Motion to approve the 2018 appointed officers which includes Superintendent Lynn Johnson as secretary and the district book keeper as treasurer and recording secretary Passed with a motion by Matt O'Daniel and a second by Jessi Scheer.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

2.3. Appointment of Board Committees and Representatives

No changes to committees. Americanism/Education Eval.: Luanne Sundberg (Chair), Bruce Scheer, Shanon Willmott, Staff Members: Lynn Johnson, Aaron Pflingsten, Jacque Morgan. Bldgs. & Grounds: Bruce Scheer (Chair), Jessi Scheer, Luanne Sundberg, Staff Members: Lynn Johnson, Lawrence Reed. Finance: Teri O'Flaherty (Chair), Matt O'Daniel, Shanon Willmott, Staff Members: Lynn Johnson. Negotiations: Matt O'Daniel (Chair), Teri O'Flaherty, Jessi Scheer, Staff Member: Lynn Johnson. St. Paul's Lutheran Liaison: Bruce Scheer, Luanne Sundberg, Staff Member: Lynn Johnson.

2.4. Review Practices and Procedures - approval of depository, and review of school attorney and newspaper of record

Motion to approve Two Rivers Bank as the school district depository Passed with a motion by Jessi Scheer and a second by Teri O'Flaherty.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

The board reviewed current practice of using Two Rivers Bank for depository, Perry, Guthery, Haase and Gessford and KSB as school law firms, and the Arlington Citizen as newspaper of record.

2.5. Disseminate and review conflict of interest statutes

Superintendent Johnson shared statutes and answered questions.

2.6. Review the current order of business for board meetings

No changes

3. WELCOME TO GUESTS AND PUBLIC FORUM

Merrit Gilmore presented information gathered on behalf of concerned wrestling parents and wrestling participants. She expressed four points of concern: Safe and appropriately equipped space, dedicated sufficient amount of space, maintenance of equipment, recognition and support of wrestling. One option presented was to look at better ways to utilize the building space we currently have. President O'Daniel assured patrons their concerns are taken seriously and will be addressed. Administrators and affected staff will be contacted for input to evaluate how current curriculum needs effect how the space is utilized. Results of those discussions will be shared at the next board meeting.

Kathy Rhea addressed the board with her concerns regarding the wrestling room designation in past bond presentations.

Cheryl Borhart spoke to bullying issues. She requested more communication with parents if situations and issues of concern arise. President O'Daniel reviewed the proper channels to go through if a parent does have a concern. Procedure would be to first speak with teacher, if it isn't resolved at that level then speak with building principal, if you still have a concern speak with Superintendent, if concern is still not resolved then you would come to the Board. Patron Shelly Statz, also requested parents be made aware of any bullying or sexual harassment situations going on in school so parents could talk to their children regarding those areas of concern. Lynn Johnson reassured patrons we have no current sexual harassment cases.

3.1. Discuss and Consider patron presentation on wrestling facilities

Motion to charge administration to explore alternatives to address the wrestling space issue. Passed with a motion by Luanne Sundberg and a second by Bruce Scheer.

Matt O'Daniel: Nay, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

4. PRINCIPALS' REPORTS

No reports but principals were available to answer any questions board might have.

5. CURRICULUM/INSTRUCTION REPORTS

5.1. Preschool Report

Gail Barth presented her written report and clarified services provided to children birth to three.

5.2. Kindergarten Report

Janet Warner and Deb Walling presented their written report and were available to answer questions.

5.3. Math Report

Ann Jamison presented the written report and was available to answer questions.

6. SUPERINTENDENT'S REPORT

6.1. Enrollment Figures

Superintendent Johnson presented enrollment figures. K-6 317; 7-12 320; Total PS-12 665

6.2. Student and Club Recognition

Rachel Kraemer has been selected to receive the Runza® Student of the Week honor. Through the efforts of many FBLA members who rang the bells for the Salvation Army Red Kettle, we were able to donate \$927.63

6.3. Board Retreat

Retreat will be January 31, 6:00 PM at Farmer Brown's.

6.4. Increased fee for utilization of bus barn

A monthly fee to utilize Bell Creek as a bus barn will be charged for the next five months.

6.5. Staffing Update

Superintendent Johnson updated the Board on the search for a special education teacher. As of this date, no full-time teacher has been found. Part-time staff might be used through the end of this school year. An additional full-time special education teacher should be in place for the 2018-19 school year. Other staff additions/resignations are listed in consent agenda.

6.6. Community Engagement survey follow-up

Superintendent Johnson presented focus questions to be shared with public through e-mails, website link, and Facebook as discussed previously. Post cards were found to be cost prohibitive. The board wanted more time to review the focus questions.

7. COMMITTEE AND REPRESENTATIVE REPORTS

7.1. Americanism/Education Evaluation

No report

7.2. Buildings and Grounds Committee

No report

7.3. Finance Committee

No report

7.4. Negotiations Committee

An agreement has been reached and is being presented for action this month.

7.5. NASB Legislative Representative

Superintendent Johnson will forward legislative updates to board as she receives them.

7.6. Temporary Bus Barn Committee

Committee conducted a walk through of the facility to get an idea of potential.

7.7. Professional Development Sharing

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- 9.1. Discuss, Consider, and Take Necessary Action to approve the 2018-2019 Master Agreement with the Arlington Education Association

Motion to approve the Master Agreement as presented Passed with a motion by Teri O'Flaherty and a second by Shanon Willmott.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

- 9.2. Discuss, Consider and Take Necessary Action to approve superintendent contract

Due to an inaccurate date in section three (August rather than July) this contract will be cleaned up and presented for approval in February.

- 9.3. Discuss, Consider and Take Necessary action to renew the contract of secondary principal

Motion to approve administration contract renewal for Aaron Pfingsten for the 2018-19 school year for the position of secondary principal as presented Passed with a motion by Matt O'Daniel and a second by Jessi Scheer.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

- 9.4. Discuss, Consider, and Take Necessary Action to renew the contract of elementary principal

Motion to approve administration contract renewal for Jacquelyn Morgan for the 2018-2019 school year for the position of elementary principal Passed with a motion by Teri O'Flaherty and a second by Shanon Willmott.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

- 9.5. Discuss, Consider, and Take Necessary Action to renew the contract of assistant principal/AD

Motion to approve administration contract renewal for James Shada for the 2018-2019 school year for the position of assistant principal/AD as presented Passed with a motion by Jessi Scheer and a second by Shanon Willmott.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

- 9.6. Discuss, Consider and Review Policies 1000-1120.

No changes to these policies as a result of this review.

10. CONSENT AGENDA

Motion to approve the consent agenda as presented Passed with a motion by Teri O'Flaherty and a second by Shanon Willmott.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessi Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

- 10.1. Minutes of the Previous Board Meeting(s): December 11, 2017 Regular Board Meeting Minutes
- 10.2. Monthly Financial Reports
- 10.3. Claims (Check Register)
- 10.4. Special Fund Transfers
- 10.5. Hot Lunch Report
- 10.6. Activity Report
- 10.7. Accept resignation of Roni Austion as an elementary special education paraprofessional.
- 10.8. Accept resignation of Cheryl Borhart as cafeteria employee.
- 10.9. Hire Kevin Capron as cafeteria employee.
11. EXECUTIVE SESSION
12. ACTION ON EXECUTIVE SESSION ITEMS
13. ADJOURNMENT

There being no further business meeting was adjourned at 9:30 p.m.

Internal Board Policies - OrganizationAnnual Organizational Meeting

- A. An organizational meeting of the Arlington School District Board of Education shall be held on or before the second Monday of January of each year for the purposes of seating any new members and electing officers.

The following are procedures for election of officers and other business to take place at the annual organizational meeting of the Board:

1. After new Board members are sworn in, the Board will elect from its members a President, Vice President, Secretary and Treasurer, and ex officio secretary and treasurer, if it is determined by the Board of Education that same are needed, all of whom will assume office at the organizational meeting.
 2. Upon call for nominations for each office by the Chair, nominations shall be made by written or oral ballot. Voting will be by oral or written ballot on all members nominated and repeated until a majority is achieved for a nominee. If the tie is not broken after five ballots, the Chair will determine the winner by the flip of a coin, followed by a vote ratifying such selection. The vote may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.
 3. The President shall assume the chair immediately upon the President's election.
- B. The order of business for the remainder of the meeting should be as follows:
1. The election of a Vice President by the same method as used for the election of the President.
 2. The election (or appointment) of a Secretary and Treasurer.
 3. Review and Appointment of Board Committees and Representatives.
 4. Approval of Depository by resolution.
 5. Review and designation of school attorney(s) and newspaper of record.
 6. Review the current policy governing Order of Business for Board Meeting.
 7. Dissemination to each Board member of conflict of interest statutes.

Date of Adoption: August 14, 2017

Reviewed: November 11, 2013; October 9, 2017

Internal Board Policies - OrganizationStanding Committees

It shall be the policy of Arlington Public Schools that the following will be the standing committees of the Board of Education:

1. Negotiations Committee
2. Americanism and Education Evaluation Committee
3. Buildings and Grounds Committee
4. Finance Committee

It shall further be the policy of Arlington Public Schools that the Board President shall appoint the members of the above committees.

Legal Reference: §79-724
 §79-520

Date of Adoption: December 9, 2013 and January 13, 2014
Reviewed: November 11, 2013, October 9, 2017

Internal Board PoliciesStanding Committee on Negotiations

It shall be the policy of Arlington Public Schools that the Negotiations Committee shall consist of three members appointed by the Board President.

The Negotiations Committee will represent the full Board of Education in negotiations with recognized labor organizations. The full Board of Education may also include selected administrators on the negotiations team. The Board of Education reserves the right to appoint a chief spokesperson who is not a member of the Board to represent the Board in negotiations.

After negotiations are completed, the negotiations committee will make a recommendation to the full Board of Education on the salary schedule and benefits under consideration.

Date of Adoption: March 8, 2010 and April 12, 2010

Reviewed: November 11, 2013, October 9, 2017

Internal Board Policies - OrganizationStanding Committee on Americanism

It shall be the policy of Arlington Public Schools that the Committee on Americanism shall consist of three members appointed by the Board President. One of the responsibilities of this committee will be to examine recommended social studies textbooks and report findings based on this examination to other members of the Board of Education.

Furthermore, the committee shall take steps that will assure the carrying out of the provisions of the state law.

Legal Reference: §79-724
 §79-520

Date of Adoption: April 12, 2010 and May 10, 2010
Reviewed: November 11, 2013, October 9, 2017

ARLINGTON PUBLIC SCHOOLS' BOARD OF EDUCATION
COMMITTEE PURPOSE, ASSIGNMENTS, AND OPERATING PROCEDURES
2017

There are various benefits the board/district will realize as a result of committee work. Committee work enables board members, administrators, and other appropriate personnel to focus on a specific goal, objective, or education issue, and the ability to provide recommendations to the board through informational reports. The investment of time by board members in committee work is purposeful, requires less personal time toward board service, and allows the board member to serve in specific areas of interest and/or expertise.

Committee work is driven by the charge, information, and data supplied by the administration and the staff. The roles of administration and the roles of the board are sustained within committee work. Committees do not have the authority to take formal action. Committees instead, support informed decision-making of the board as a whole.

STANDING COMMITTEE ASSIGNMENTS 2017

<u>Americanism/Education Eval</u>	<u>Buildings and Grounds</u>	<u>Finance</u>	<u>Negotiations</u>
Board Members: Luanne Sundberg - Chair Bruce Scheer Shanon Willmott	Board Members: Bruce Scheer -Chair Jessi Scheer Luanne Sundberg	Board Members: Teri O'Flaherty-Chair Matt O'Daniel Shanon Willmott	Board Members: Matt O'Daniel-Chair Teri O'Flaherty Jessi Scheer
Staff Members: Lynn Johnson Aaron Pfingsten Jacque Morgan	Lynn Johnson Lawrence Reed	Lynn Johnson	Lynn Johnson

APPOINTED REPRESENTATIVES 2017

St. Paul's Lutheran Liaison

Board Members
Bruce Scheer
Luanne Sundberg

Staff Member:
Lynn Johnson

COMMITTEE PURPOSE:

- A. The duties of the Americanism Committee and Education Evaluation shall be those prescribed by law. The committee will assure the Board that, as required by law, American citizenship remains an important part of the District curriculum. The committee shall review any concerns to controversial education materials as stated in Policy #6300 (Review of Instructional Materials) that would be appealed beyond the Superintendent's level. In addition they shall review curriculum proposals and proposed programming changes or additions brought forward by administration.

- B. The Building, Grounds and Transportation Committee shall be responsible for the long-range planning of school facilities, grounds, and transportation. The committee will provide input or review to the superintendent on maintenance and repairs of facilities, grounds, and transportation and provide board input regarding building projects and major repair projects. The committee will have the additional responsibility of making recommendations for boundary changes as they relate to school attendance areas and any

potential changes to the District boundaries. Any recommendations related to transportation policies and procedures will be considered by committee before approval by the Board. The committee shall keep the Board informed of its activities and seek board approval of its recommendations.

- C. The Finance Committee shall be responsible for the review of all district claims and monthly/annual financial statements and shall have the responsibility of overseeing the long-range budget planning of the District. The committee will review the administration's proposed budget and recommend a budget for adoption to the Board.
- D. The Negotiation Committee shall undertake an annual review of the staffing of the schools. The committee shall make recommendations on salary schedule and benefits under consideration to the entire Board prior to the development of the annual district budget. As provided by various board policies and contracts, the committee shall review and make recommendations on negotiations with employees and other personnel grievance and contract matters.

OPERATING PROCEDURES:

- A. Committees will stay focused on the specific purpose of the committee and will follow the line of authority, both of which are outlined in the committee description.
- B. eMeetings will be used for sharing of agendas and documentation (as appropriate) for committee meetings.
- C. Agendas for the committee members will be developed by the superintendent with input by the chairperson.
- D. Minutes for all committee meetings will be prepared by the Superintendent then submitted to the committee members for their review via email. All committee members should execute an email "respond to all" within one week to indicate that they reviewed the minutes and to include any suggested corrections. Failure by a committee member to respond will be an indication of approval. Minutes will include a specific section that captures committee Recommendation for Action.
- E. Chairperson of each committee will provide general review of committee meetings at the monthly board meeting and superintendent will attach minutes to monthly board meeting agenda.

BOARD OF EDUCATION--CONFLICTS OF INTEREST STATUTES

NEBRASKA POLITICAL ACCOUNTABILITY AND DISCLOSURE ACT

GENERAL PROVISIONS

49-1401.	Act, how cited.
49-1402.	Legislative findings.
49-1403.	Definitions, where found.
49-1407.	Business, defined.
49-1408.	Business with which the individual is associated or business association, defined.
49-1412.	Commission, defined.
49-1423.	Gift, defined.
49-1424.	Government body, defined.
49-1425.	Immediate family, defined.
49-1438.	Person, defined.
49-1442.	Public employee, defined.
49-1443.	Public official, defined.
49-1443.01.	Relative, defined.

CONFLICTS OF INTEREST.

49-1498.	Members of a nonelective governmental body or of a committee or subcommittee of a governmental body; no financial interest in matters before body; exception.
49-1499.03.	Political subdivision; school board; discharge of official duties; potential conflict; actions required.
49-1499.04.	Political subdivision; employment of family member; when; exception.
49-1499.05.	Official or employee; abuse of official position.
49-1499.06.	Nebraska Environmental Trust Board; abstention; when.
49-14,100.	Advisory opinions; application; effect.
49-14,101.	Public official, employee, candidate, and other individuals; prohibited acts; penalty.
49-14,101.01.	Personal financial gain; gift of travel or lodging; prohibited acts; violation; penalty.
49-14,101.02.	Public official or public employee; use of resources or funds; prohibited acts; exceptions.
49-14,102.	Contracts with governmental bodies; procedure; purpose.
49-14,103.	Contract; conflict of interest; voidable; decree.
49-14,103.01.	Officer, defined; interest in contract prohibited; when.
49-14,103.02.	Contract with officer; information required; ledger maintained.
49-14,103.03.	Open account with officer; how treated.
49-14,103.04.	Violations; penalties.
49-14,103.05.	Governing body; prohibit certain contracts.
49-14,103.06.	Governing body; exempt certain contracts.
49-14,103.07.	Filing of potential conflict of interest statement not required; when.
49-14,104.	Official or full
79-544	Class I, II, III, IV, or VI school district; school board members; employment as teacher forbidden.
79-818	School board; employment of teachers and administrators; contracts; how executed; prohibitions.

GENERAL PROVISIONS

§ 49-1401. Act, how cited. Sections 49-1401 to 49-14,141 shall be known and may be cited as the Nebraska Political Accountability and Disclosure Act.

HISTORY: ... Laws 2009, LB322, § 1; Laws 2009, LB626, § 1.

§ 49-1402. Legislative findings. The Legislature finds:

- (1) That the public interest in the manner in which election campaigns are conducted has increased greatly in recent years, creating a need for additional disclosure and accountability;
- (2) That there is a compelling state interest in ensuring that the state and local elections are free of corruption and the appearance of corruption and that this can only be achieved if (a) the sources of funding of campaigns are fully disclosed and (b) the use of money in campaigns is fully disclosed;
- (3) That it is essential to the proper operation of democratic government that public officials and employees be independent and impartial, that governmental decisions and policy be made in the proper channels of governmental structure, and that public office or employment not be used for private gain other than the compensation provided by law; and
- (4) That the attainment of one or more of these ends is impaired when there exists, or appears to exist, a substantial conflict between the private interests of a public official and his or her duties as such official; and that although the vast majority of public officials and employees are dedicated and serve with high integrity, the public interest requires that the law provide greater accountability, disclosure, and guidance with respect to the conduct of public officials and employees.

Source: ... Laws 1997, LB 49, § 2.

§ 49-1403. Definitions, where found. For purposes of the Nebraska Political Accountability and Disclosure Act, unless the context otherwise requires, the definitions found in sections 49-1404 to 49-1444 shall be used.

Source: ... Laws 2000, LB 1021, § 2.

§ 49-1407. Business, defined. Business shall mean any corporation, partnership, limited liability company, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust, activity, or entity.

Source: ... Laws 1993, LB 121, § 304.

§ 49-1408. Business with which the individual is associated or business association, defined.

Business with which the individual is associated or business association shall mean a business:

- (1) In which the individual is a partner, limited liability company member, director, or officer; or
- (2) in which the individual or a member of the individual's immediate family is a stockholder of closed corporation stock worth one thousand dollars or more at fair market value or which represents more than a five percent equity interest or is a stockholder of publicly traded stock worth ten thousand dollars or more at fair market value or which represents more than ten percent equity interest. An individual who occupies a confidential professional relationship protected by law shall be exempt from this section. This section shall not apply to publicly traded stock under a trading account if the filer reports the name and address of the stockbroker.

Source: ... Laws 1994, LB 884, § 67.

§ 49-1412. Commission, defined. Commission shall mean the Nebraska Accountability and Disclosure Commission created by section 49-14,105.

Source: Laws 1976, LB 987, § 12.

§ 49-1423. Gift, defined. Gift shall mean a payment, subscription, advance, forbearance, rendering, or deposit of money, services, or anything of value, unless consideration of equal or greater value is given therefor. Gift shall not include a campaign contribution otherwise reported as required by law, a commercially reasonable loan made in the ordinary course of business, a gift received from a relative, a breakfast, luncheon, dinner, or other refreshments consisting of food and beverage provided for immediate consumption, or the occasional provision of transportation within the State of Nebraska.

Source: ... Laws 2000, LB 1021, § 3.

§ 49-1424. Government body, defined. Government body shall mean an authority, department, commission, committee, council, board, bureau, division, office, legislative body, or other agency in the executive, legislative, or judicial branch of state government or of one or more political subdivisions thereof or a school district, state college, state university, or other state-supported institution of higher education.

Source: Laws 1976, LB 987, § 24.

§ 49-1425. Immediate family, defined. Immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

Source: Laws 1976, LB 987, § 25.

§ 49-1438. Person, defined. Person shall mean a business, individual, proprietorship, firm, partnership, limited liability company, joint venture, syndicate, business trust, labor organization, company, corporation, association, committee, or other organization or group of persons acting jointly.

Source: ... Laws 1993, LB 121, § 306.

§ 49-1442. Public employee, defined. Public employee shall mean an employee of the state or a political subdivision thereof.

Source: Laws 1976, LB 987, § 42.

§ 49-1443. Public official, defined. Public official shall mean an official in the executive branch, an official in the legislative branch, or an elected or appointed official in the judicial branch of the state government or a political subdivision thereof; any elected or appointed member of a school board; and an elected or appointed member of a governing body of a state institution of higher education.

Source: Laws 1976, LB 987, § 43.

§ 49-1443.01. Relative, defined. Relative shall mean any person related to another by blood or marriage to the third degree of consanguinity, including a foster parent, foster child, stepparent, stepchild, and adopted children and their adoptive parents.

Source: Laws 2000, LB 1021, § 4.

CONFLICTS OF INTEREST

§ 49-1498. **Members of a nonelective governmental body or of a committee or subcommittee of a governmental body; no financial interest in matters before body; exception.** Unless otherwise provided by law, the majority of the members of a nonelective governmental body, or of a committee or subcommittee of a governmental body, whether that body is elective or not, shall not have a financial interest, either personally or through a member of their immediate family or a business with which they are associated, other than an interest of a de minimis nature or an interest that is not distinct from that of the general public, in matters subject to the jurisdiction of the body or committee or subcommittee.

Source: Laws 1976, LB 987, § 98.

49-1499.03 Political subdivision personnel; school board; discharge of official duties; potential conflict; actions required; nepotism; restrictions on supervision of family members.

(1)(a) An official of a political subdivision designated in section 49-1493 who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

(i) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict; and

(ii) Deliver a copy of the statement to the commission and to the person in charge of keeping records for the political subdivision who shall enter the statement onto the public records of the subdivision.

(b) The official shall take such action as the commission shall advise or prescribe to remove himself or herself from influence over the action or decision on the matter.

(c) This subsection does not prevent such a person from making or participating in the making of a governmental decision to the extent that the individual's participation is legally required for the action or decision to be made. A person acting pursuant to this subdivision shall report the occurrence to the commission.

(2)(a) Any person holding an elective office of a city or village not designated in section 49-1493 and any person holding an elective office of a school district who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

(i) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;

(ii) Deliver a copy of the statement to the person in charge of keeping records for the city, village, or school district who shall enter the statement onto the public records of the city, village, or school district; and

(iii) Abstain from participating or voting on the matter in which the person holding elective office has a conflict of interest.

(b) The person holding elective office may apply to the commission for an opinion as to whether the person has a conflict of interest.

(3) Matters involving an interest in a contract are governed either by sections 49-14,102 and 49-14,103 or by sections 49-14,103.01 to 49-14,103.06. Matters involving the hiring of an immediate family member are governed by section 49-1499.04. Matters involving nepotism or the supervision of a family member by an official or employee in the executive branch of state government are governed by section 49-1499.07.

History: ... Laws 2009, LB322, § 3.

§ 49-1499.04. Political subdivision; employment of family member; when; exception. (1)

An official or employee of a political subdivision may employ or recommend or supervise the employment of an immediate family member if (a) he or she does not abuse his or her official position as described in section 49-1499.05, (b) he or she makes a full disclosure on the record to the governing body of the political subdivision and a written disclosure to the person in charge of keeping records for the governing body, and (c) the governing body of the political subdivision approves the employment or supervisory position.

(2) No official or employee shall employ an immediate family member (a) without first having made a reasonable solicitation and consideration of applications for such employment, (b) who is not qualified for and able to perform the duties of the position, (c) for any unreasonably high salary, or (d) who is not required to perform the duties of the position.

(3) No official or employee of a political subdivision shall terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

(4) This section does not apply to an immediate family member of an official or employee who (a) was previously employed in a position subject to this section prior to the election or appointment of the official or employee or (b) was employed in a position subject to provisions similar to this section prior to September 1, 2001.

(5) Prior to, upon, or as soon as reasonably possible after the official date of taking office, a newly elected or appointed official or employee shall make a full disclosure of any immediate family member employed in a position subject to subdivision (4)(a) or (b) of this section.

HISTORY: ... Laws 2005, LB 242, § 43.

§ 49-1499.05. Official or employee; abuse of official position. An official or employee shall not abuse his or her official position. Abuse of an official position includes, but is not limited to, employing an immediate family member (1) who is not qualified for and able to perform the duties of the position, (2) for any unreasonably high salary, or (3) who is not required to perform the duties of the position.

Source: Laws 2001, LB 242, § 17.

§ 49-14,100. Advisory opinions; application; effect. Any person who is in doubt as to the propriety of action proposed to be taken by him may apply to the commission for an advisory opinion relating thereto, and the commission shall have authority to render such opinions. When an advisory opinion is issued pursuant to a complete and accurate request, such opinion shall be a complete defense to any charge of violation of sections 49-1493 to 49-14,104 as to any action taken strictly subject to the terms of such opinion.

Source: Laws 1976, LB 987, § 100.

§ 49-14,101. Public official, employee, candidate, and other individuals; prohibited acts; penalty. (1) No person shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based on an agreement that the vote, official action, or judgment of any public official, public employee, or candidate would be influenced thereby:

- (a) A public official, public employee, or candidate;
- (b) A member of the immediate family of an individual listed in subdivision (a) of this subsection; or
- (c) A business with which an individual listed under subdivision (a) or (b) of this subsection is associated.

(2) No person listed in subsection (1) of this section shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the public official, public employee, or candidate would be influenced thereby.

(3) Except as provided in section 23-3113, any person violating this section shall be guilty of a Class III misdemeanor, except that no vote by any member of the Legislature shall subject such member to any criminal sanction under this section.

Source: ... Laws 2001, LB 242, § 18.

49-14,101.01 Financial gain; gift of travel or lodging; prohibited acts; violation; penalty; permissible activities and uses.

(1) A public official or public employee shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which the individual is associated.

(2) A public official or public employee shall not use or authorize the use of personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

(3) Unless otherwise restricted by an employment contract, a collective-bargaining agreement, or a written agreement or policy approved by a government body, a public official or public employee may use a telecommunication system, a cellular telephone, an electronic handheld device, or a computer under the control of a government body for email, text messaging, a local call, or a long-distance call to a child at home, a teacher, a doctor, a day care center, a baby-sitter, a family member, or any other person to inform any such person of an unexpected schedule change or for other essential personal business. Any such communication shall be kept to a minimum and shall not interfere with the conduct of public business. A public official or public employee shall be responsible for payment or reimbursement of charges, if any, that directly result from any such communication. An agency or government body may establish procedures for reimbursement of charges pursuant to this subsection.

(4) A public official shall not accept a gift of travel or lodging or a gift of reimbursement for travel or lodging if the gift is made so that a member of the public official's immediate family can accompany the public official in the performance of his or her official duties.

(5) A member of the immediate family of a public official shall not accept a gift of travel or lodging or a gift of reimbursement for travel or lodging if the gift is made so that a member of

the public official's immediate family can accompany the public official in the performance of his or her official duties.

(6) This section does not prohibit the Executive Board of the Legislative Council from adopting policies that allow a member of the Legislature to install and use with private funds a telephone line, telephone, and telefax machine in his or her public office for private purposes.

(7) Except as provided in section 23-3113, any person violating this section shall be guilty of a Class III misdemeanor, except that no vote by any member of the Legislature shall subject such member to any criminal sanction under this section.

Source: ... Laws 2009, LB626, § 4.

49-14,101.02 Public official or public employee; use of public resources or funds; prohibited acts; exceptions.

(1) For purposes of this section, public resources means personnel, property, resources, or funds under the official care and control of a public official or public employee.

(2) Except as otherwise provided in this section, a public official or public employee shall not use or authorize the use of public resources for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.

(3) This section does not prohibit a public official or public employee from making government facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the government facility available or a factor in determining the cost or conditions of use.

(4) This section does not prohibit a governing body from discussing and voting upon a resolution supporting or opposing a ballot question or a public corporation organized under Chapter 70 from otherwise supporting or opposing a ballot question concerning the sale or purchase of its assets.

(5) This section does not prohibit a public official or a public employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to his or her opinion regarding a ballot question or from providing information in response to a request for information.

(6) This section does not prohibit a member of the Legislature from making use of public resources in expressing his or her opinion regarding a candidate or a ballot question or from communicating that opinion. A member is not authorized by this section to utilize mass mailings or other mass communications at public expense for the purpose of campaigning for or against the nomination or election of a candidate. A member is not authorized by this section to utilize mass mailings at public expense for the purpose of qualifying, supporting, or opposing a ballot question.

(7) This subsection applies to public officials other than members of the Legislature provided for in subsection (6) of this section. This section does not prohibit, in the normal course of his or her duties, a public official or a public employee under the direct supervision of a public official from using public resources to research and prepare materials to assist the government body for which the individual is a public official or public employee in determining the effect of the ballot question on the government body. This section does not authorize mass mailings, mass duplication, or other mass communications at public expense for the purpose of qualifying, supporting, or opposing a ballot question. Mass communications shall not include placing public records demonstrating the consequences of the passage or defeat of a ballot question affecting the government body for which the individual is a public official or public employee on existing web sites of such government body.

(8) Nothing in this section prohibits a public official from campaigning for or against the qualification, passage, or defeat of a ballot question or the nomination or election of a candidate when no public resources are used.

(9) Nothing in this section prohibits a public employee from campaigning for or against the qualification, passage, or defeat of a ballot question or the nomination or election of a candidate when no public resources are used. Except as otherwise provided in this section, a public employee shall not engage in campaign activity for or against the qualification, passage, or defeat of a ballot question or the nomination or election of a candidate while on government work time or when otherwise engaged in his or her official duties.

(10) This section does not prohibit an employee of the Legislature from using public resources consistent with this section for the purpose of researching or campaigning for or against the qualification, passage, or defeat of a ballot question if the employee is under the direction and supervision of a member of the Legislature.

(11) Nothing in this section prohibits a public official or public employee from identifying himself or herself by his or her official title.

Source: ... Laws 2009, LB626, § 5.

49-14,102. Contracts with government bodies; procedure; powers of certain cities; purpose.

(1) Except as otherwise provided by law, no public official or public employee, a member of that individual's immediate family, or business with which the individual is associated shall enter into a contract valued at two thousand dollars or more, in any one year, with a government body unless the contract is awarded through an open and public process.

(2) For purposes of this section, an open and public process includes prior public notice and subsequent availability for public inspection during the regular office hours of the contracting government body of the proposals considered and the contract awarded.

(3) No contract may be divided for the purpose of evading the requirements of this section.

(4) This section shall not apply to a contract when the public official or public employee does not in any way represent either party in the transaction.

(5) Notwithstanding any other provision of this section, any city of the metropolitan, primary, or first class may prohibit contracts over a specific dollar amount in which a public official or a public employee of such city may have an interest.

(6) This section prohibits public officials and public employees from engaging in certain activities under circumstances creating a substantial conflict of interest. This section is not intended to penalize innocent persons, and a contract shall not be absolutely void by reason of this section.

(7) This section does not apply to contracts covered by sections 49-14,103.01 to 49-14,103.06.

Source: Laws 2014, LB364, § 1.

§ 49-14,103. Contract; conflict of interest; voidable; decree. (1) A contract involving a prohibited conflict of interest under section 49-14,102 shall be voidable only by decree of a court of proper jurisdiction in an action brought by any citizen of this state as to any person that entered into the contract or took assignment thereof, with actual knowledge of the prohibited conflict. In the case of a person other than an individual, the actual knowledge must be that of an individual or body finally approving the contract for the person.

(2) An action to void any contract shall be brought within one year after discovery of circumstances suggesting the existence of a violation.

(3) Any such decree voiding such contract may, to meet the ends of justice, provide for the

reimbursement of any person for the reasonable value of all money, goods, material, labor, or services furnished under the contract, to the extent that the state or political subdivision has benefited thereby.

(4) Sections 49-14,102 and 49-14,103 shall not apply to a contract for labor which is negotiated or is being negotiated pursuant to the laws of this state.

Source: Laws 2005, LB 242, § 47.

§ 49-14,103.01. Officer, defined; interest in contract prohibited; when. (1) For purposes of sections 49-14,103.01 to 49-14,103.06, unless the context otherwise requires, officer means (a) a member of the board of directors of a natural resources district, (b) a member of any board or commission of any county, school district, city, or village which spends and administers its own funds, who is dealing with a contract made by such board or commission, (c) any elected county, school district, educational service unit, city, or village official, and (d) a member of any board of directors or trustees of a hospital district as provided by the Nebraska Local Hospital District Act or a county hospital as provided by sections 23-3501 to 23-3519. Officer does not mean volunteer firefighters or ambulance drivers with respect to their duties as firefighters or ambulance drivers.

(2) Except as provided in section 49-1499.04 or 70-624.04, no officer may have an interest in any contract to which his or her governing body, or anyone for its benefit, is a party. The existence of such an interest in any contract shall render the contract voidable by decree of a court of competent jurisdiction as to any person who entered into the contract or took assignment of such contract with actual knowledge of the prohibited conflict.

(3) An action to have a contract declared void under this section may be brought by the county attorney, the governing body, or any resident within the jurisdiction of the governing body and shall be brought within one year after the contract is signed or assigned. The decree may provide for the reimbursement of any person for the reasonable value of all money, goods, material, labor, or services furnished under the contract, to the extent that the governing body has benefited thereby.

(4) The prohibition in this section shall apply only when the officer or his or her parent, spouse, or child (a) has a business association as defined in section 49-1408 with the business involved in the contract or (b) will receive a direct pecuniary fee or commission as a result of the contract.

(5) The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the interested officer:

(a) Makes a declaration on the record to the governing body responsible for approving the contract regarding the nature and extent of his or her interest prior to official consideration of the contract;

(b) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the governing body declaring an interest in the contract would prevent the body with all members present from securing a quorum on the issue, then all members may vote on the matters; and

(c) Does not act for the governing body which is party to the contract as to inspection or performance under the contract in which he or she has an interest.

(6) An officer who (a) has no business association as defined in section 49-1408 with the business involved in the contract or (b) will not receive a direct pecuniary fee or commission as a result of the contract shall not be deemed to have an interest within the meaning of this section.

(7) The receiving of deposits, cashing of checks, and buying and selling of warrants and bonds of

indebtedness of any such governing body by a financial institution shall not be considered a contract for purposes of this section. The ownership of less than five percent of the outstanding shares of a corporation shall not constitute an interest within the meaning of this section.

(8) If an officer's parent, spouse, or child is an employee of his or her governing body, the officer may vote on all issues of the contract which are generally applicable to (a) all employees or (b) all employees within a classification and do not single out his or her parent, spouse, or child for special action.

(9) Section 49-14,102 does not apply to contracts covered by sections 49-14,103.01 to 49-14,103.06.

(10) (a) This section does not prohibit a director of a natural resources district from acting as a participant in any of the conservation or other general district programs which are available for like participation to other residents and landowners of the district or from granting, selling, or otherwise transferring to such district any interest in real property necessary for the exercise of its powers and authorities if the cost of acquisition thereof is equal to or less than that established by a board of three credentialed real property appraisers or by a court of competent jurisdiction in an eminent domain proceeding.

(b) District payments to a director of a natural resources district of the fair market value for real property owned by him or her and needed for district projects, or for cost sharing for conservation work on such director's land or land in which a director may have an interest, shall not be deemed subject to this section.

Source: Laws 2006, LB 778, § 5.

§ 49-14,103.02. Contract with officer; information required; ledger maintained. (1) The person charged with keeping records for each governing body shall maintain separately from other records a ledger containing the information listed in subdivisions (1)(a) through (e) of this section about every contract entered into by the governing body in which an officer of the body has an interest and for which disclosure is made pursuant to section 49-14,103.01. Such information shall be kept in the ledger for five years from the date of the officer's last day in office and shall include the:

- (a) Names of the contracting parties;
- (b) Nature of the interest of the officer in question;
- (c) Date that the contract was approved by the governing body;
- (d) Amount of the contract; and
- (e) Basic terms of the contract.

(2) The information supplied relative to the contract shall be provided no later than ten days after the contract has been signed by both parties. The ledger kept pursuant to this section shall be available for public inspection during the normal working hours of the office in which it is kept.

Source: Laws 2005, LB 242, § 49.

§ 49-14,103.03. Open account with officer; how treated. (1) An open account established for the benefit of any governing body with a business in which an officer has an interest shall be deemed a contract subject to sections 49-14,103.01 to 49-14,103.06.

(2) The statement required to be filed by section 49-14,103.02 shall be filed within ten days after such account is opened. Thereafter, the person charged with keeping records for such governing body shall maintain a running account of amounts purchased on the open account.

(3) Purchases made from petty cash or a petty cash fund shall not be subject to sections 49-14,103.01 to 49-14,103.06.

Source: Laws 2005, LB 242, § 50.

§ 49-14,103.04. Violations; penalties. (1) Any officer who knowingly violates sections 49-14,103.01 to 49-14,103.03 shall be guilty of a Class III misdemeanor.

(2) Any officer who negligently violates sections 49-14,103.01 to 49-14,103.03 shall be guilty of a Class V misdemeanor.

Source: Laws 2005, LB 242, § 51.

§ 49-14,103.05. Governing body; prohibit certain contracts. Notwithstanding sections 49-14,103.01 to 49-14,103.03, any governing body may prohibit contracts over a specific dollar amount in which an officer of such body may have an interest.

Source: Laws 1986, LB 548, § 6.

§ 49-14,103.06. Governing body; exempt certain contracts. Any governing body may exempt from sections 49-14,103.01 to 49-14,103.03 contracts involving one hundred dollars or less in which an officer of such body may have an interest.

Source: Laws 1986, LB 548, § 7.

§ 49-14,103.07. Filing of potential conflict of interest statement not required; when. Individuals required to make disclosures pursuant to section 49-1499.04 or sections 49-14,103.01 to 49-14,103.06 shall not be required to file potential conflict of interest statements pursuant to section 49-1499.03.

Source: Laws 2001, LB 242, § 23.

§ 49-14,104. Official or full-time employee of executive branch; not to represent a person or act as an expert witness; when; violation; penalty. (1) An official or full-time employee of the executive branch of state government shall not represent a person or act as an expert witness for compensation before a government body when the action or nonaction of the government body is of a nonministerial nature, except in a matter of public record in a court of law.

(2) This prohibition shall not apply to an official or employee acting in an official capacity.

(3) Any person violating this section shall be guilty of a Class III misdemeanor.

Source: Laws 2005, LB 242, § 52.

79-544 School board members; contract to teach prohibited.

No member of a school board shall be engaged in a contract to teach pursuant to sections 79-817 to 79-821 with the school district which he or she serves as a board member.

Source: Laws 2009, LB163, § 1.

§ 79-818. School board; employment of teachers and administrators; contracts; how executed; prohibitions. A majority of the members of a school board of any school district may enter into a contract of employment with a legally qualified teacher or administrator. Such majority has authority to designate one or more members of the board to sign such contract, which signature shall be binding upon the entire board. A duplicate of such contract shall be filed with the secretary. No member of the board shall enter into or execute on behalf of the district any contract with any teacher or administrator related to him or her or to the majority of the board by blood or marriage notwithstanding section 49-1499.04. The secretary shall notify the State Department of Education, at the time the contract is made, of the length of the proposed term of school and the name of the teacher or administrator. No money belonging to the district

shall be paid for teaching to any but legally qualified teachers, and a board shall not pay out money belonging to the school district to any teacher or administrator after such board has received a sworn statement upon behalf of a board that the services of the teacher or administrator in question are under previous contract to that board.

Source: Laws 2001, LB 242, § 25.

OPEN MEETINGS LAW

84-1410.	Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.
84-1411.	Meetings of public body; notice; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.
84-1414.	Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops. (1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to

make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

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

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

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

Source: Laws 2012, LB995, § 17.

84-1411. Meetings of public body; notice; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body. (1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be

held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

- (a) Reasonable advance publicized notice is given;
- (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;
- (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;
- (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference; and
- (e) No more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, or of the governing body of a public power and irrigation district may be held by telephone conference call if:

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, or member public agencies of the entity or pool covers more than one county;

(b) Reasonable advance publicized notice is given which identifies each telephone conference location at which an educational service unit board member, a council member, a member of a community college board of governors, a member of the governing body of a public power district, a member of the governing body of a public power and irrigation district, or a member of the entity's or pool's governing body will be present;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice;

(g) The telephone conference call lasts no more than two hours; and

(h) No more than one-half of the board's, council's, governing body's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that a governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

Source: Laws 2013, LB510, § 1.

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

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or

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

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

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

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

Source: Laws 2006, LB 898, § 4.

Bylaws of the Board - MeetingsOrder of Business

The following shall be the order of business for the regular meetings. The order of business may be changed by consent of all members present.

1. Opening Procedures
2. Public Forum
3. Curriculum/Instruction Reports
4. Administration's Reports
5. Board Committee Reports
6. Unfinished Business
7. New Business
8. Consent Agenda (Minutes of previous meetings, monthly financials, and others)
9. Executive Session
10. Action on Executive Session Items
11. Adjournment

Date of Adoption: May 8, 2017

Reviewed: November 13, 2017

Preschool Board Report, January 2018

Specifics:

We currently have 27 student in the preschool program. 7 of those students are verified with a specific need while the other 20 are peer models.

We also have 1 student who is receiving home-based services

We have verified 4 students with a special need since the beginning of the school year.

I. Multi-Cultural Aspect:

Students in the preschool program have many opportunities to be exposed to different cultures and abilities. We read a variety of books and discuss different types of cultures. We also have dolls and other toys that represent different races that the children play with. Since many of the students in the preschool program have a verified disability all the students are exposed all the time to differences in learning. We also have students in the classroom from different races and are learning how to count in Spanish and state colors in Spanish. We are also learning and using a lot of sign language in our classroom to facilitate language development in all students.

II. What do we want students to learn?

The primary goals of the preschool classroom involve:

- A. Develop language, social, pre-academic, fine motor, gross motor and self-help skills in all students.
- B. Develop skills to help students make a successful transition into Kindergarten.
- C. Encourage students to interact appropriately with their peers.
- D. Develop listening and following direction skills.

Smart Goal for 2017-18

My smart goal for this year focuses on the area of math and number sense. I chose this area as over the past few years, I feel that even for the typically developing students, it was an area of need. I am using the Teaching Strategies Gold Assessment to document and verify student progress. I will also track student progress quarterly and add the data to the school data site. I have attached charts that show student growth in the area of number recognition, oral counting and shape recognition for the first two quarters of the 2017-18 school year.

III. How do we know students are learning?

We know that students are learning by completing daily documentation. The results from the Teaching Strategies Gold rating scales and individual assessments are then used to assess what skills individual students need to work on so that activities can be developed to enhance those skills.

We make number readiness and early math skills a part of our daily routine such as:

- Calendar time
- Counting down the number of days to special days on the calendar such as birthdays, holidays, etc.
- Having students count out items when they are passing them out for snack and project
- Having students count items during small group work time
- Having students count items during their free play
- Having students find colors, shapes, numbers and patterns in their environment
- Having student count the number of steps it takes to get to someplace
- Counting songs

IV. How do we respond when students are not learning?

When students are not having success at a skill, individual activities are developed to encourage and promote learning of the skills being addressed. Research has shown that students this age learn best through play. The adults in the classroom encourage students to seek toys that would help them develop skills that are more difficult for them. We also use small group time to address specific needs of individual students.

V. How do we extend learning for students?

Students that have learned the basic preacademic skills are still encouraged to go above and beyond what is typically asked of preschoolers. For example: we have students that are learning various shapes such as: octagon, pentagon, hexagon and trapezoid. Some students are learning how to count to 100 and recognize numbers up to 25 even though this goes above what is required of them at their age. Students are always encouraged to seek out activities that encourage them to grow and learn new skills.

VI. Other Information

Students in the preschool room are always engaged in learning. If you were to visit us you would see that we are busy...and sometimes loud, but the students are learning and growing. It is so fun to watch the interaction between older and younger students and especially the interaction between students with higher needs and those typically developing students. The students have become great friends and cheer each other on when someone learns something new.

Submitted by Gail Barth, ECSE Teacher

10

Number of numbers known-3-4 Year Olds 2017-18

Student	1st	%	2nd	%	3rd	%	4th	%
Student A	0	0%	1	10%		0%		0%
Student B	0	0%	0	0%		0%		0%
Student C	5	50%	10	100%		0%		0%
Student D	4	40%	9	90%		0%		0%
Student E	0	0%	1	10%		0%		0%
Student F	0	0%	7	70%		0%		0%
Student G	0	0%	0	0%		0%		0%
Student H	0	0%	0	0%		0%		0%

9 13% 27 39% 0 0% 0 0%

8

Shapes-4-5 Year Olds 2017-18

Student	1st	%	2nd	%	3rd	%	4th	%
Student A	7	88%	8	100%		0%		0%
Student B	3	38%	4	50%		0%		0%
Student C	8	100%	7	88%		0%		0%
Student D	1	13%	4	50%		0%		0%
Student E	8	100%	8	100%		0%		0%
Student F	8	100%	7	88%		0%		0%
Student G	7	88%	8	100%		0%		0%
Student H	8	100%	8	100%		0%		0%
Student I	4	50%	7	88%		0%		0%
Student J	6	75%	8	100%		0%		0%
Student K	7	88%	8	100%		0%		0%
Student L	6	75%	7	88%		0%		0%
Student M	7	88%	7	88%		0%		0%
Student N	6	75%	7	88%		0%		0%
Student O	6	75%	8	100%		0%		0%
Student P	7	88%	8	100%		0%		0%
Student Q	3	38%	5	63%		0%		0%
Student R (started 11/1)		0%	5	63%		0%		0%
Student S (started 11/6)		0%	0	0%		0%		0%

95 70% 116 85% 0 0% 0 0%

Counting By Rote/Objects-4-5 Year Olds 2017-18

Student	1st Rote	1st Objects	2nd Rote	2nd Object	3rd Rote	3rd Objects	4th Rote	4th Objects
Student A	30	30	30	30				
Student B	3	3	7	4				
Student C	19	19	19	19				
Student D	3	3	10	10				
Student E	8	8	11	11				
Student F	3	3	8	8				
Student G	29	16	29	29				
Student H	13	8	14	14				
Student I	12	12	15	15				
Student J	15	5	15	15				
Student K	39	10	59	25				
Student L	19	14	29	29				
Student M	14	14	30	30				
Student N	22	16	30	18				
Student O	14	7	38	25				
Student P	12	12	20	20				
Student Q	5	5	11	11				
Student R (started 11/1)			3	3				
Student S (started 11/6)			0	0				

20

Number of numbers known (1-20)-4 Year Olds 2017-18

Student	1st	%	2nd	%	3rd	%	4th	%
Student A	2	10%	5	25%		0%		0%
Student B	0	0%	2	10%		0%		0%
Student C	6	30%	11	55%		0%		0%
Student D	0	0%	0	0%		0%		0%
Student E	1	5%	8	40%		0%		0%
Student F	7	35%	8	40%		0%		0%
Student G	5	25%	8	40%		0%		0%
Student H	1	5%	0	0%		0%		0%
Student I	15	75%	15	75%		0%		0%
Student J	15	75%	15	75%		0%		0%
Student K	16	80%	16	80%		0%		0%
Student L	9	45%	11	55%		0%		0%
Student M	5	25%	6	30%		0%		0%
Student N	0	0%	1	5%		0%		0%
Student O	5	25%	6	30%		0%		0%
Student P	4	20%	4	20%		0%		0%
Student Q	4	20%	6	30%		0%		0%
Student R (started 11/1)		0%	2	10%		0%		0%
Student S (started 11/6		0%	0	0%		0%		0%

93 27% 119 35% 0 0% 0 0%

Kindergarten Board Report

January 2018

1. Multi-cultural Aspect:

Multi-cultural learning takes place in our kindergarten classrooms in many ways through-out the year. In our language arts and social studies, students are exposed to different cultures within our society and around the world. Holidays are also given special attention. Students learn the meaning and importance of holidays such as Thanksgiving, Martin Luther King Jr. Day and Cinco de Mayo. Holidays also teach the students about our country's history and importance of people from the past.

2. What do we want students to learn?

The kindergarten curriculum is aligned with the Nebraska State Standards. Instructional and learning goals in language arts are met using the Scott Foresman Curriculum: Reading Street.

Kindergarten Smart Goal: Number Sense

Students will demonstrate a sense of number by connecting the numeral to a variety of objects. They will make connections within mathematics and across the curriculum.

3. How do we know students are learning?

- Early Intervention in Reading (EIR) is used to support students that are having difficulty in reading. Students are taken several times a week to work with a teacher or a trained paraprofessional on reading area weaknesses.

-Our students are being tested on grade level assessments 4-5 times a year.

Data from these assessments are used to drive instruction. We track the progress of each student. Students that are below proficiency are referred to a special intervention group.

–Guided Reading is used to help the students become more fluent in their reading and improve their beginning reading skills. The students are placed in groups of the same reading ability and the group is led by a classroom teacher. This allows for student differentiation. We are working towards implementing guided math in our classrooms and look forward to training in this area in the near future.

4. How do we respond when students are not learning?

For RTI we use the EIR program. Our language arts and math curriculum continues to review skills. We continually assess and regroup students based on individual needs. Instruction is differentiated and students who are not proficient in reading receive Title 1 services. Math remediation is done by our paraprofessionals.

5. How do we extend or enrich the learning for students who exceed proficiency?

Students are continuously being challenged. Our language arts curriculum provides higher level options to challenge students with advanced skills. Accelerated Reader is used to challenge higher level students.

6. Other Information

Kindergarten uses many sources to make lessons for our students. We have utilized technology and computers to enrich our students' learning. Lessons are differentiated to meet the needs of all students. In language arts the students are exposed to many types of genres. The curriculum introduces and continually reviews skills and strategies to help with student learning.

Student	1st	%	2nd	%	3rd	%	4th	%
Student A	12	48%	19	76%		0%		0%
Student B	5	20%	16	64%		0%		0%
Student C	15	60%	15	60%		0%		0%
Student D	25	100%	25	100%		0%		0%
Student E	16	64%	13	52%		0%		0%
Student F	6	24%	16	64%		0%		0%
Student G	7	28%	12	48%		0%		0%
Student H	25	100%	25	100%		0%		0%
Student I	13	52%	15	60%		0%		0%
Student J	20	80%	12	48%		0%		0%
Student K	12	48%	13	52%		0%		0%
Student L	0	0%	11	44%		0%		0%
Student M	21	84%	24	96%		0%		0%
Student N	24	96%	25	100%		0%		0%
Student O	4	16%	14	56%		0%		0%
Student P	22	88%	24	96%		0%		0%
Student Q	6	24%	13	52%		0%		0%
Student R	8	32%	20	80%		0%		0%
Student S	17	68%	18	72%		0%		0%
Student T	24	96%	25	100%		0%		0%
Student U	11	44%	23	92%		0%		0%
Student V	5	20%	15	60%		0%		0%
Student W		0%		0%		0%		0%
Student X		0%		0%		0%		0%
Student Y		0%		0%		0%		0%
Student z		0%		0%		0%		0%

229 54% 311 69% 0 0% 0 0%

Student	1st	%	2nd	%	3rd	%	4th	%
Student A	25	100%	25	100%		0%		0%
Student B	20	80%	25	100%		0%		0%
Student C	8	32%	10	40%		0%		0%
Student D	25	100%	25	100%		0%		0%
Student E	19	76%	25	100%		0%		0%
Student F	11	44%	14	14%		0%		0%
Student G	8	32%	19	76%		0%		0%
Student H	12	48%	11	44%		0%		0%
Student I	13	52%	16	64%		0%		0%
Student J	5	20%	6	24%		0%		0%
Student K	18	72%	24	96%		0%		0%
Student L	8	32%	11	44%		0%		0%
Student M	9	36%	15	60%		0%		0%
Student N	9	36%	17	68%		0%		0%
Student O	16	64%	25	100%		0%		0%
Student P	19	76%	25	100%		0%		0%
Student Q	6	24%	13	52%		0%		0%
Student R	25	100%	25	100%		0%		0%
Student S	23	92%	18	25%		0%		0%
Student T	11	44%	18	72%		0%		0%
Student U	19	76%	25	100%		0%		0%
Student V	19	76%	24	96%		0%		0%
Student W	8	32%	13	52%		0%		0%
Student X		0%		0%		0%		0%
Student Y		0%		0%		0%		0%
Student z		0%		0%		0%		0%

231 54% 324 70% 0 0% 0 0%

1. **Multi-cultural Aspect:**

In Algebra II and Algebra III the students do a project with decoding and encoding matrices. This is similar in nature to a process of communicating during World War II. The Allies used the Navajo Indian Language during the battle at Iwo Jima that was difficult for the Japanese to break. This not only allows for multicultural discussion but also cross-curricular alignment. The 13 remaining code talkers were recently recognized by President Trump on November 27. There is also discussion as to the Mayan culture originally counted in base 20 (fingers and toes) and are credited with the concept of zero.

2. **What do we want students to learn?**

Mathematics curriculum is based upon the Nebraska Mathematics Standards and our mission statement to develop skills for lifelong learning. Students in grades 7, 8, and 11 were assessed in the spring through the state NeSA-M test and ACT. Beginning in 2018, the state test will be the Nebraska Student Centered Assessment System (NSCAS) for grades 7 and 8 as well as the ACT test for grade 11. In order to prepare students for this exam and to assess all students grades 7-12, mathematics teachers are using the following assessments:

- Middle school Test Wiz assessments
- MAP tests
- John Baylor Test Prep (ACT..offered in the fall to high school students and required by all juniors in the spring)
- PSAT tests
- Real-World Project Based Learning/Assessments

3. **How do we know students are learning?**

A new program called Test Wiz will be used second semester to assess our middle school students' mathematical progress. Test Wiz is an online assessment creating, scoring and reporting system. Teachers create assessments with standards-based questions and then assess students on these standards using either an online or paper/pencil format. The question banks in Test Wiz are aligned to match Nebraska Mathematics Standards. Data is collected regarding progress and students scoring in the bottom quartile. MAP tests are given to students grades 7-9 three times per year to analyze student growth.

Below is the data for the first two administrations of the MAP test for grades 7 through 9..

Grade Level	National Average RIT Score (Fall)	APS Average RIT Score (Fall)	National Average RIT Score (Winter)	APS Average RIT Score (Winter)	Average Student Growth by Grade Level
7th	222.6	227.4	226.1	229.8	1.98
8th	226.3	235.0	229.1	239.8	4.48
9th	230.3	238.6	232.2	239.8	1.40

The high school NeSA scores have been a good indicator of student learning the last 5 years. Arlington's students met state expectations at 82% proficient (state average 54%), 88% (56%), 75% (58%), 80% (61%) and 80% (61%). We are also taking a problem-based approach for assessing learning through real-world projects and activities within class assessments. This correlates with our mission statement about developing skills for lifelong learning and being able to contribute to a global society.

Last year the state of Nebraska adopted the ACT as the 11th grade statewide assessment. Below is a comparison of Arlington to the state averages including a breakdown of the males and females. Clearly we are above the average in all three categories that were assessed..

Level	Data Years	English Language Arts	Mathematics	Science
State	2016-2017	17.8	19.0	19.0
District	2016-2017	18.7	20.1	19.7
School	2016-2017	18.7	20.1	19.7
Male	2016-2017	17.6	20.2	19.3
Female	2016-2017	20.0	19.9	20.2

4. How do we respond when students are not learning?

In the middle school, programs such as ESP and GRIP are utilized to give students an opportunity to work on missing work or work that is not deemed proficient.

In the high school, freshman who did not achieve proficiency as eighth graders on the NeSA Math Test are placed into math lab. In math lab the students will not only review basic math facts, but they are able to receive extra assistance for their current math class. For the students that are sophomores and juniors, they also have the opportunity to take advantage of a math lab with a recommendation from the math teacher or if they choose to utilize the option. Students who fail to turn in homework or take the necessary steps to being successful in the classroom are then referred to after school GRIP or LUNCH GRIP.

Students that exhibit sustained difficulty in math are referred to the secondary SAT team.

5. How do we extend or enrich the learning for students who exceed proficiency?

In the middle school, we offer advanced math courses for those students who excel in mathematics. We offer an Algebra I course to advanced 8th grade students and a Pre-Algebra course to advanced 7th grade students. Students are also given the opportunity to participate in Future Cities.

In the high school, we offer honors level courses to our advanced learners. We offer dual enrollment College

Algebra, Trigonometry, and Calculus I. We also have a few students who have exhausted our classes and take Statistics courses online. In the past two years, our most advanced students have been able to take Calculus II as an online course offered through Metropolitan Community College. Last year we had one student take Calculus III and Differential Equations through the University of Nebraska at Omaha. This year, we currently have two students that have completed Calculus II and one student currently enrolled in Calculus III, an online course through Metropolitan Community College.

6. Other Information

The Nebraska Mathematics Standards were revised and adopted on September 4, 2015. We purchased new textbooks and materials and have implemented those materials this year. We adopted Ron Larson's Big Ideas Math for middle and high school courses. We also purchased new dual enrollment textbooks. All of these materials are aligned to the Nebraska Mathematics Standards. In December, all math teachers will have laptop carts available to them daily. With these laptops, we will begin to implement many of the online tools and materials offered with our new textbook materials.

Physics is also being taught through the math department again this year. We are looking at a potential field trip to Adventureland and working with the Washington or Dodge County Sheriff's department to apply fundamental physics concepts.

**ARLINGTON PUBLIC SCHOOL 2017-2018
STUDENT ENROLLMENT SUMMARY GRADES K - 12
January 5, 2018**

	<u>GIRLS</u>	<u>BOYS</u>	<u>TOTAL</u>
KINDERGARTEN	28	17	45
GRADE 1	21	15	36
GRADE 2	22	26	48
GRADE 3	24	28	52
GRADE 4	23	28	51
GRADE 5	14	25	39
GRADE 6	<u>23</u>	<u>23</u>	<u>46</u>
K-6 TOTAL	155	162	317 (309 January 2017)
GRADE 7	26	21	47
GRADE 8	26	29	55
GRADE 9	26	29	55
GRADE 10	29	36	65
GRADE 11	26	18	44
GRADE 12	<u>25</u>	<u>29</u>	<u>54</u>
7-12 TOTAL	158	162	320 (320 January 2017)
K-12 TOTAL	313	324	637 (629 January 2017)
PRESCHOOL	15	13	28
PK-12 TOTAL	328	337	665 (657 January 2017)
OPTION ENROLLMENT	<u>IN</u>		<u>OUT</u>
KINDERGARTEN	9		2
GRADE 1	7		2
GRADE 2	6		2
GRADE 3	8		5
GRADE 4	9		3
GRADE 5	9		5
GRADE 6	10		2
GRADE 7	11		8
GRADE 8	10		5
GRADE 9	9		4
GRADE 10	18		3
GRADE 11	13		5
GRADE 12	<u>13</u>		<u>2</u>
	132 (138 January 2017)		48 (44 January 2017)

PROPOSED FOLLOW-UP SURVEY DISCUSSION TOPICS

Marcia modified the discussion topics for the next 'online survey' to support the design of the community survey. The proposed discussion topics are in bold below. Please let me know if you wish to edit the recommended language.

I. **Academics**

Priorities identified through the Community Engagement Survey include 1) maintain academic success, 2) sustain efficient class size and teacher ratio, and 3) add technology, trades, and online coursework

What role will the community play in the identified priorities?

(e.g., parent volunteers, mentorships, internships, job shadowing, Community Job/Interest Fair, TeamMates, Student Mentors)

II. **Community Support Structures**

Priorities identified through the Community Engagement Survey include: 1) establish and sustain an effective Alumni Association and 2) establish and sustain an effective School District Foundation

Identify successful strategies for engaging and fostering positive working relationships with all community members and families.

III. **Expanded Learning Opportunities**

Priorities identified through the Community Engagement Survey include: 1) District Preschool, 2) Summer School Program, and 3) YMCA Before and After School Program

Are the current expanded learning opportunities sufficient or do we have a need for expansion?

IV. **Facilities**

Priorities identified through the Community Engagement Survey include:) adequate space to support continued/potential growth, 2) additional classrooms to support student enrollment, 3) sports facilities (wrestling room and baseball complex), and school safety.

Prioritize and identify successful strategies for how the school district will address the identified needs.

Identify potential school safety topics the board should consider.

Negotiations Committee Meeting

Wednesday, December 13, 2017 6:00 PM
Central

HS CONFERENCE ROOM
705 North 9th Street
Arlington, NE 68002-0580

1. Roll Call

Members Present: Matt O'Daniel, Jessi Scheer, Teri O'Flaherty, Lynn Johnson

AEA Members also present: Teresa Feick, Janet Warner, Jeff Manka

2. Negotiate on established items

The two committees discussed the items on the table and came up with a final agreement that the AEA would take their members for consideration.

3. Recommendation to the board as a result of this meeting:

The negotiations committee plans to have a Master Agreement to present to the board for their approval at the January board meeting.

**2018-2019 MASTER AGREEMENT
P R E A M B L E
A A / E O E**

THIS AGREEMENT IS MADE AND ENTERED INTO this 8th day of January, 2018, by and between the Board of Education of the School District of Arlington in the county of Washington, in the state of Nebraska (hereinafter referred to as the "School District" or "District" as the context may require) and the Arlington Education Association (hereinafter referred to as the "Association").

GENERAL PURPOSE

The School District and the Association recognize that the development of a quality educational program for the children attending the public schools of Arlington is a joint responsibility which can best be achieved by agreement that all parties work toward common goals. The School District and the Association enter into this Agreement with mutual dedication, recognizing that the experience, creativity, and judgment of all parties are necessary to reach the educational needs of the community.

**ARTICLE I
Teacher Rights**

- A. Nothing contained in this Agreement shall be construed to deny any teacher those rights provided under Nebraska law or other applicable laws and regulations. Rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.
- B. The School District will not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the School District, or institution of a grievance relative to the terms of this Agreement.

**ARTICLE II
Association Rights**

A. Payroll Deduction of Dues

The School District agrees to deduct from the salaries of teachers dues for the Nebraska State Education Association and/or the National Education Association as said teachers individually and voluntarily authorize the School District to deduct. The School District further agrees to remit promptly such monies to the treasurer(s) of said Association(s). This authorization shall be ongoing until written notification from the Association to the contrary is received by the District.

B. Association Use of District Property

- 1. Representatives of the Association and its affiliates shall be allowed to conduct Association business on school property during school hours, providing such business does not cause undue interruption of the school program.
- 2. The Association shall be allowed the use of school buildings for meetings, provided that such use does not result in unscheduled maintenance costs, in which case an appropriate fee for that use shall be negotiated between the parties to this Agreement.
- 3. The Association shall be allowed the use of school equipment including computer hardware and software, duplicating machines, audio-visual equipment, and standard office equipment, provided that the School District may assess the Association a reasonable fee for expendable supplies consumed during such use.

4. The Association shall be allowed to make reasonable use of the school's communication system, including teachers' mailboxes, intercom, teacher bulletins, etc. Such use shall not cause unnecessary interruption of the educational program of the school.

ARTICLE III Salaries

A. Salary Schedule

The salary of each teacher covered by this agreement shall be determined by the salary schedule attached as Appendix A.

B. Initial Placement on Salary Schedule:

~~All staff hired after 2002 shall be credited with all years of teaching experience and placed on the salary schedule accordingly.~~

New staff with prior experience not related to a state accredited PK-12 public or private educational entity would be subject to review by the administration.

New staff that have less than 7 (seven) years of experience will be placed on the salary schedule based on their actual years of teaching experience.

New staff members that have more than 7 (seven) years of experience will receive no less than 7 (seven) years up to, but not exceeding, their actual years of teaching experience.

C. Base Salary for 2018-2019.

- a) The base salary for the 2018-2019 school year shall be \$37,200.

D. Advancement

1. Schedule. Credit for additional hours shall be credited on September 1, and movement on the salary schedule shall take place accordingly.
2. Horizontal Advancement.

Pre-Column M. Graduate hours to advance on the salary schedule must be earned upon completion of the Baccalaureate in education degree and upon completion of initial certification with the Nebraska Department of Education. Graduate hours earned after the first nine will be allowed to advance horizontally on the salary schedule. Hours shall be part of an approved program leading to an advanced degree which will be beneficial to the teacher's areas of specialization. Nine hours of graduate credit outside of enrollment in an approved master's program or obtained concurrently while obtaining teacher certification is the maximum allowed for advancement.

- a. Beyond Column M. All hours to advance horizontally beyond column M on the salary schedule, while they need not be part of a degree program, shall require approval of the superintendent. Teachers wishing to use course credit for horizontal advancement should obtain written approval from said superintendent prior to enrolling in any such course.
- b. Verification. An official college transcript must be provided to verify all such hours. Any deviation from a planned degree program must first meet with the approval of the School District and/or its designee.

- c. Only one horizontal movement per year shall be granted effective the 2013-2014 contract year.

3. Vertical Advancement.

- a. Vertical advancement on the schedule shall not be automatic, but shall be based on the performance of the individual teacher. Principals must advise all teachers as to the quality of their teaching, and if weaknesses are evident, call such weaknesses to the attention of the affected teachers. Teachers not so forewarned shall be automatically advanced on the schedule.
- b. Only one vertical movement per year shall be granted.
- c. Completed Negotiations. In the event that a successor agreement is not adopted for the succeeding school year, teachers shall be frozen on the salary schedule until such time as a successor agreement is ratified by both parties. Subsequent advancement shall be retroactive, in accordance with Article X of this Agreement. Following the ratification of the agreement by both parties, a minimum of three (3) weeks prior to the next established payroll processing schedule will be allowed to verify salary placement and enter new payroll and benefit distribution into the accounting system.

E. Additional Assignments

1. Coaches and sponsors. When the District assigns an extracurricular duty to a teacher, the salary shall be in accordance with the provisions of the extra duty/extracurricular salary schedule attached as Appendix B. Coaching and sponsorship salaries for part-time teachers will be calculated at 1.00 FTE.
2. Lost planning period. In instances in which employees are requested or required to substitute for other teachers during their only preparation period, said employees shall be paid an additional compensation equal to one-eighth of the per diem employee's actual base salary per 45-minute period devoted to said performance.
3. Dual sponsorship. In any instance in which more than one teacher is assigned to the sponsorship of an activity for which a stipend is paid (see Appendix B), each teacher thereby assigned shall receive payment of the stipend as specified in the salary schedule. Should two or more teachers receive administrative approval to share the sponsorship of any activity, only an amount equal to one stipend as specified shall be made but shall be equally divided among those teachers sharing the sponsorship.
4. Pay for activity workers. Services performed by teachers at events for which teachers are released from their regular teaching duties, or which are performed outside the duty day, shall be considered employment duties whether or not such duties extend beyond regular teaching hours or occur on days school is not in session. Teachers shall be paid for working at school activities according to the following schedule:

Level 1 \$55

- Varsity Football Announcer
- Varsity Football Clock
- Varsity Volleyball Lines
- Varsity Volleyball Book
- Varsity Volleyball Clock
- Varsity Softball Book
- Varsity Baseball Book
- Varsity Basketball Clock
- Varsity Basketball Book

- Wrestling Computer
 - Wrestling timer/scorer (four (4) or more teams)
 - Supervision of activities: Supervisor to be determined by administration.
- Level 2 \$45

- Varsity Football Admission
- Varsity Volleyball Admission
- Varsity Softball Admission
- Varsity Baseball Admission
- Varsity Basketball Admission
- Varsity Wrestling Duals, Tournaments, and Triangular Admission
- Varsity Volleyball Libero Tracker
- Varsity Softball Clock
- Varsity Baseball Clock
- Varsity Wrestling timer/scorer (Varsity dual and triangular)
- Music for varsity basketball games (Music to be provided for both boys and girls varsity basketball games.)

Level 3 \$35

- Non Varsity Football
- Non Varsity Volleyball
- Non Varsity Basketball
- Non Varsity Wrestling
- Non Varsity Softball
- Non Varsity Baseball
- Track Computer Only

If any event exceeds four and one-half hours, it shall be compensated as if it were two extra duties. No teacher will receive compensation for above duties if they are already compensated through the extra duty pay schedule.

ARTICLE IV

Insurance and Other Fringe Benefits

- A. Section 125 Plan. The Board shall make available to each teacher through a Section 125 Plan a group insurance plan with Educators Health Alliance that provides Blue Cross/Blue Shield coverage as captured in paragraph B below. Each teacher shall have the option of electing the level of coverage (employee, employee/spouse, employee/spouse/child, etc.) and choice of deductible through a salary reduction agreement under the Section 125 Plan.
- B. Available Benefits
1. Health and Dental Insurance. Both parties, recognizing that access to adequate health care is central to each teacher's ability to carry out his or her professional responsibilities, agree to the following conditions regarding teachers' health and dental insurance benefits. For the ~~2017-18~~ **2018-2019** school year, the School District shall make available to all teachers the two plan types as follows:
 - a. Plan Type 1: Educators Health Alliance \$900 deductible health plan and Employee (self-only) PPO - 100% A, 75% B, with 50% C dental coverage. ~~Beginning with the 2017-2018 school year,~~ The District will pay 100% of the health premium for single tier, **100%** of health premium for employee/child, 80% of health premium for employee/spouse, and 70% of health premium for employee/spouse/child(ren). The District will pay 100% of the single tier dental insurance. The School District shall, in cases where appropriate, provide teachers with the opportunity to purchase dependent dental coverage.

- b. Plan Type 2: Educator Health Alliance \$3,500 deductible HSA health plan and Employee (self only) PPO - 100% A, 75% B, with 50% C dental coverage. ~~Beginning with the 2017-2018 school year,~~ The District will pay 100% of premium for single tier, 100% employee/child tier, 85% of premium for employee/spouse, and 75% of premium for employee/spouse/child(ren). The employee will pay the remaining premium. Those employees taking the single tier health insurance will also be afforded \$85/month into a health savings account **and those taking employee/child tier will be afforded \$125/month into a health savings account.** The District will pay 100% of the single tier dental insurance. The School District shall, in cases where appropriate, provide teachers with the opportunity to purchase dependent dental coverage.

2. Cash Payment. Teachers hired prior to 2017-18 may elect to receive the sum of \$6,885 in cash in lieu of receiving health insurance coverage under paragraph (1a) or (1b) above, provided; however, that to qualify for the "cash payment" benefit a teacher must decline the Arlington Public School District health and dental insurance described in the paragraph above in writing and provide proof of insurance and all terms as set forth in (B3) below. Existing teachers who select to retain insurance coverage benefits in 2017-18 will not be eligible for the \$6,885 CIL at any future time.

Teachers hired in 2017-18 and after may elect to receive the sum of \$2,500 in cash in lieu of receiving health insurance coverage under paragraph (1a) or (1b) above, provided; however, that to qualify for the "cash payment" benefit a teacher must decline the Arlington Public School District health and dental insurance described in the paragraph above in writing and provide proof of insurance and all terms as set forth in (B3) below.

3. Minimum coverage. For all teachers who elect to receive health insurance coverage from the District, the effective date of coverage shall be consistent with Blue Cross/Blue Shield provisions for coverage of newly hired teachers.

No teacher shall be allowed to decline Employee (self-only) tier group health and dental coverage for purposes of receiving a cash payment under this section unless said teacher has filed with the superintendent's office reasonable evidence that the teacher and all other individuals for whom the teacher reasonably expects to claim a personal exemption deduction for the taxable years covered by this Agreement have or will have minimum essential coverage during the term of this Agreement, other than coverage in the individual market whether or not obtained through the Health Insurance Marketplace. The teacher must file an individual disclaimer which certifies that said teacher is covered by an alternate health insurance plan which aligns with the requirements of the preceding paragraph and which absolves both the School District and the Association of responsibility for any future financial ramifications encountered by said teacher as a result of that teacher's decision to decline participation in the District's health plan. Unless all of the foregoing conditions are satisfied no later than July 1, 2017~~8~~, the School District will not honor requests for cash payment under this section.

- C. Bargaining Members Eligible for Multiple Coverage. In instances where any member of the bargaining unit is eligible to be covered by another member of the bargaining unit, the following election options will apply: (a) One of said teachers may elect the coverage tier for which they are eligible (ES or ESC) for which the District will pay 100% of the premium, (b) Both of said teachers may elect to take employee only tier. Neither teacher employee is eligible for cash option. Said teacher employees shall be bound by the other provisions of this Agreement and by ensuing similar provisions set forth in the District's group health insurance policy.
- D. Life insurance: The School District shall provide group life insurance protection in the amount of \$10,000, and the option for individual teachers to purchase additional coverage will be provided. For part-time employees the District will pay a pro-rated portion of this benefit according to the employee's individual full-time equivalency (FTE) with the employee paying the remaining portion of the premium if they choose to participate.
- E. Disability Insurance. The School District shall make available, and all teachers (regardless of FTE) covered by this Agreement shall be required to purchase, a long-term disability insurance policy. Benefits shall be

payable, subject to the 60-day waiting period described in said policy, at 66.67 percent of gross salary plus fringe benefits. Benefit payments shall continue to age sixty-five (65) or until termination of disability, whichever occurs first with coverage beyond age 65 as specified in disability insurance policy.

For each teacher receiving long-term disability benefits, and who is being provided fringe benefits/health insurance by the School District pursuant to the Family and Medical Leave Act, in order to maintain fringe benefits and/or insurance coverage, teachers who become disabled and remain in the employ of the School District must remit to the School District the equivalent of the reimbursement received for fringe benefits and/or insurance premiums as provided by the District's disability insurance coverage. The reimbursement schedule will be determined by the superintendent. (Note: This section moved from G Complete Annual Coverage for clarification.)

- F. Flexible Spending Accounts. The School District shall offer to all teachers the option of placing pre-tax fringe benefit and/or salary dollars into individual Flexible Spending Accounts eligible for tax-exempt status under Section 125 of the Internal Revenue Service Code. Teachers' contributions to such accounts shall be allowed only insofar as they are permitted by applicable laws and regulations, as determined by the School District's designated administrative agent(s).
- G. Complete Annual Coverage. For each teacher who remains in the employ of the School District for the full school year, the School District shall make payment of fringe benefit dollars and/or insurance premiums to provide insurance coverage, as outlined in this Agreement, for the full twelve (12) month period. (See Section related to Disability Insurance and Family and Medical Leave Act for further detail.)
- H. Fringe Benefit Enrollment Date. The effective date for enrollment in insurance and other fringe benefit programs outlined in this agreement shall be September 1 of the contract year or the first day of the month following employment approved by the School District of Education if the teacher is hired after September 1.

ARTICLE V Leaves

A. Sick Leave

- 1. Accrual. Each teacher shall be credited with ten (10) days of paid sick leave allowance per school year without loss of pay. The unused portion shall be accumulated from year to year up to a total of forty-five (45) days. Paid sick leave shall terminate upon a teacher's reaching eligibility for benefits under the long-term disability insurance coverage described elsewhere in this Agreement.
- 2. Expenditure. Teachers shall be allowed to use sick leave for the following:
 - a. personal illness and/or disability;
 - b. when the teacher's parent, spouse, spouse's parent or child is too ill to remain alone and the teacher is needed to provide care to that family member;
 - c. the birth and/or adoption of children.
- 3. Physical Examination. In cases of absence of a teacher for illness or injury in excess of five (5) consecutive working days, or in cases of recurring illness, the School District, through the superintendent, may require an examination of the teacher by an independent physician, with such examination to be conducted at School District expense.
- 4. Sick Leave Bank. In cases where a teacher's total available sick leave is less than thirty-five (35) days, said teacher may receive a transfer of sick leave days from the sick leave bank after said teacher has used all of his/her sick leave days. The total of a teacher's own sick leave days and those requested from the sick leave bank shall not exceed forty-five (45) days for the calendar year. Furthermore, it shall be the responsibility of the borrowing teacher to arrange for any necessary transfer(s) and provide confirmation of such transfers with the district office.

Participation and Transfer:

1. An individual becomes a member of the sick leave bank by contributing one (1) day or more upon initial employment with the District. Additional days will need to be contributed based on the discretion of the superintendent.
2. This bank shall be a savings account for use by all members.
3. When the bank is depleted, all participating members will be asked to contribute an additional day.
4. Teachers leaving the employment of the District may not transfer their remaining sick leave into the sick leave bank prior to separation.

Withdrawal:

1. An individual may apply to withdraw from the bank by submitting a written request to the superintendent of schools. Requests will be considered on a semester by semester basis. Members must submit their requests within three (3) calendar days of the end of the semester in which the days are requested.
The sick leave bank may only be used for a 'serious health condition'. A serious health condition for purposes of this sick leave bank has the same meaning as the Family Medical Leave Act as may be amended from time to time.
2. The requests will be reviewed by a committee (hereafter referred to as the 'review committee' consisting of the superintendent of schools, the AEA president, and an additional member of the AEA executive board of directors.
3. If the superintendent determines that a committee decision may be contrary to law, the committee's decision will not be implemented until a legal opinion is obtained from the School District's legal counsel (at District expense) stating that the decision is lawful.
4. The review committee will render a decision on the sick leave bank request within seven (7) days of the end of the semester in which the days are requested. Written notification of the review committee decision will be sent to the individual.

Payback

1. Days borrowed from the bank are to be paid back.
 2. When more than one day has been requested, days are to be paid back at a minimum rate of *five (5)* days per year or as determined by the review committee.
5. Repurchase. Those teachers who have, upon completing the dates contracted for the school year, accumulated more than 35 days of unused sick leave shall be paid \$40 for each unused sick day in excess of 35 days. Payment shall occur on the July payroll. All teachers will be included in the sick leave repurchase that have fulfilled their contractual obligations. Teachers must have served in the District for ten (10) years or more to participate in the repurchase program.

B. Bereavement Leave

1. Teachers shall be allowed a total of not more than four (4) consecutive days on full pay in case of death in the immediate family, defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister or a person in the same home as part of the family. A total of not more than two (2) consecutive days on full pay is allowed for each employee for absence in the case of death of other members of the immediate family, defined as son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, aunt, uncle, niece, or nephew. A total of one (1) day per year on full pay is allowed for each employee in the case of death of a close friend or neighbor.

Bereavement leave is not limited to four (4) days in one year, but covers each death in the immediate family which occurs during the year.

C. Personal Leave

1. Paid Personal Leave. Each teacher shall be eligible for two (2) days of paid personal leave per year, cumulative to five (5). ~~Teachers who have four (4) or five (5) personal days remaining at the end of any contract year will not accrue more than is necessary to bring their total back to five (5). If a teacher has five (5) personal days remaining, the teacher will not receive any additional days the following contract year. If a teacher has four (4) personal days remaining, the teacher will only be given one (1) additional day to bring the teacher's total to the maximum accumulated amount of five (5) days.~~ Teachers shall be allowed to use paid personal leave for emergencies, ceremonial events, and family or business appointments which unavoidably conflict with school hours. Requests shall be subject to administrative approval.

One paid personal leave day per year may be used by the teacher for sensitive issues deemed too personal to reveal to the administrator. These days will be subject only to substitute availability and to the existing policies limiting use of such days immediately before or after scheduled vacation.

- ~~2. Additional Personal Leave. In addition to paid personal leave, each teacher shall be eligible for one (1) day of unpaid personal leave not subject to qualifying criteria required for paid personal leave. Teachers taking unpaid personal leave will have their salary deducted at their per diem rate.~~
32. The School District, through the superintendent, may grant additional days of leave, without pay.
43. Requests for personal leave (paid or unpaid) shall be submitted to the building principals at least five (5) days in advance, except in cases of emergency. Requests for personal leave shall not normally be granted for days immediately preceding or immediately following regularly scheduled holiday and vacation periods, nor shall personal leave be granted to more than one member of each staff (elementary and secondary) at any one time.

D. Professional Leave

1. Teachers may be granted additional days of paid professional leave to attend educational institutes, professional committee work, workshops, etc. Requests for professional leave shall be turned in to the building principal and shall be subject to administrative approval.
2. The School District shall reimburse teachers for expenses such as mileage, meals, fees, etc. encountered during paid professional leave at the following rates:
 - a. On student attendance days: up to twenty (20) dollars per day;
 - b. On contract days in which students are not in attendance: up to thirty (30) dollars per day.
 - c. The School District shall pay expenses exceeding the amount listed above only when said expenses are approved in advance by the superintendent.
3. Tuition/registration fees for courses and workshops which do not qualify for horizontal advancement but which will better qualify a teacher for his/her assignment shall be paid by the District, provided that the teacher submits a Request for Payment for Continuing Education Classes to the superintendent and prior approval of the courses or workshops is given by the superintendent. Courses or workshops necessary to meet certification requirements including endorsements will generally not be paid by the District.

E. Jury Duty

1. Teachers called to jury duty shall be paid their regular pay. They shall not forfeit sick leave, personal leave or professional leave. The teacher will return to the school any money received that was not used for mileage, meals or other expenses incurred from the term of duty.

ARTICLE VI
Terms of Employment

A. Annual Employment Period

No later than April 1 each year, the School District will inform the AEA in writing of the number of contract days teachers will be required to work for the ensuing school year. (Appendix C)

B. Normal Work Day

The Board and Association agree it is in the best interest of students, our community, and education professionals for the school to be acknowledged as a professional setting. In order to encourage an environment that promotes this belief, the Board and Association agree to the following principles:

Teachers are professional employees and will meet their professional obligations and structure their workday to achieve this. The normal teacher work day shall not exceed eight hours and fifteen minutes (8 hr. 15 min.). Each teacher is entitled to an average of 45 minutes of planning time per day (does not have to be in a block.)

Professional obligations will be the essential job duties and responsibilities outlined in the position's job description. The job description will be consistent with the expectations in the then current district evaluation system.

C. Part-Time Employees

Part-time employees that work at least .6 FTE yearly shall receive salary and health and dental fringe benefits as provided for elsewhere in this Agreement, pro-rated according to their individual full-time equivalency (FTE). Salary schedule advancement for experience shall be credited at the rate of one year of experience for each year of employment. Any part-time employee will be paid the amount equivalent to a full day if required by the Administration to be in attendance for a full day. Substitute teaching on a voluntary basis is excluded.

D. Payroll

1. The School District shall pay teachers once per month for twelve months, with payment occurring on or before the 20th day of each month.
2. The School District shall make the following required deductions from each teacher's paycheck:
 - a. Federal and state income taxes;
 - b. F.I.C.A./Medicare (7.65% of taxable income as of the contract date);
 - c. Retirement (9.78% of taxable income as of the contract date).
3. If a teacher is receiving a salary in excess of the amount allotted by the schedule, that amount shall be deducted from the teacher's salary by prorating the deduction in equal payments over the months remaining in the contract year. If the teacher is receiving less than the amount allotted by the schedule, that amount shall be added to the teacher's salary by prorating the amount in equal payments over the months remaining in the contract year.
4. The School District shall, upon an individual teacher's request, deduct any combination of the following from that teacher's paycheck:
 - a. NEA and/or NSEA dues, in accordance with Article III of this Agreement;
 - b. premiums for family dental coverage;
 - c. additional life insurance;
 - d. approved tax sheltered annuities.
5. The School District shall pay tuition and fee expenses for teachers enrolled in classes and workshops, and then shall deduct that amount from the teacher's monthly paycheck. The total

amount of such expenses shall be deducted over the period of enrollment only. The School District shall remit payment to the proper agency in a prompt manner.

ARTICLE VII
Personnel File

A. File

Any teacher shall have the right, upon request, to review the content of their own personnel file(s) and to receive, at School District expense, copies of any documents contained therein.

B. Derogatory Material

No material derogatory to a teacher's conduct, service, character, performance, or personality shall be placed in the teacher's personnel file unless the teacher has had the prior opportunity to review the material. The teacher shall acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or the superintendent's designee and attached to the file copy.

ARTICLE VIII
Miscellaneous Provisions

A. Nondiscrimination

The School District and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring training, assignment, promotion, transfer, or disciplining of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, disability, or marital status.

B. School District Policy

The School District shall make available to the Association and all teaching employees a copy of all School District policies dealing with employment practices.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance Between Individual Contract and Master Agreement

Any individual contract between the School District and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

E. Printing Agreement

Copies of the Agreement shall be printed at the expense of the School District within thirty (30) days after the agreement is signed. The Agreement shall be provided to all teachers now employed, hereafter employed, or considered for employment by the School District.

F. The District will provide the Association a complete copy of the District policies and cause to be made any updates and/or corrections to the aforementioned policies in a timely fashion.

ARTICLE IX
Grievance Procedure

Definition of Grievance. A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement.

Procedural Steps. The procedure for handling grievances is as set forth below.

Step 1 – Written Grievance to the Principal. The grievant shall initiate the grievance by presenting it in writing to his or her principal within five (5) working days from the date that the grievant knows or should have known of the incident giving rise to the grievance. The grievance must contain a detailed description of all facts giving rise to the grievance, a list of all witnesses, all relevant documents, and the requested resolution. The grievant shall sign and date the grievance. The failure to present the grievance within the five (5) working days shall result in the waiver of the grievance. The principal shall schedule a meeting of the parties in interest within three (3) days of receipt of the written grievance. The grievant must present all evidence at this meeting. The parties shall record this meeting. The principal shall sign and date his or her determination and submit it in writing to the grievant within five (5) working days of the meeting.

Step 2 – Written Appeal to the Superintendent of Schools. If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. The appeal shall be based on, and limited to, the facts produced at Step 1. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) working days of receipt of the principal's determination.

The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) working days of the date of the meeting.

Step 3 – Appeal to the Board of Education. If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the School District within five (5) working days of receipt of the superintendent's decision. The School District shall hear the grievance on the record within thirty (30) days in open or closed session in accordance with the law. Neither party may call witnesses in front of the board. The School District shall notify the grievant of its decision within five (5) working days of hearing the grievance.

Written Presentation. All grievances presented at Step 1 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 1 and appeals at Step 2 or Step 3 shall be signed and dated by the aggrieved employee. All written answers submitted by the District shall be signed and dated by the appropriate district representative.

Grievance Meetings or Hearings. All meetings and hearings conducted under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

Association Representation. A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

Reprisals. No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

Withdrawal of a Grievance. A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

Advanced Step Filing. A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

Time Limitations. Time limitations herein are critical. All references to days are to calendar days unless otherwise defined. No grievance shall be accepted by the District unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1, it shall be deemed to be waived. If the grievance is not appealed to Step 2 in a timely manner, it shall be deemed to have been settled in accordance with the District’s Step 1 determination. If the District fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

ARTICLE X
Duration of Agreement

This contract shall be effective as of September 1, 2018 and shall continue in effect until August 31, 2019. If a new and substitute contract has not been duly entered into prior to August 31, 2019 the terms of this contract shall continue in full force and effect until such substitute is adopted, which shall then be fully retroactive to September 1, 2019.

ARTICLE XI
Document Authorization

In witness whereof, the parties hereto caused this contract to be signed by their respective presidents, attested to by their respective chief negotiators, and their signatures to be placed herein, all on the day and year first above written.

Arlington Education Association
By: _____
Arlington Education Association President

Date: _____

By: _____
Arlington Education Association Chief Negotiator

Date: _____

Arlington Board of Education
By: _____
Arlington Board of Education President

Date: _____

By: _____
Arlington Board of Education Chief Negotiator

Date: _____

Appendix A
Arlington Public Schools
Salary Schedule 2018 2019

2018-2019

Step	B	B+9	B+18	B+27	M	M+9	M+18	M+27
1	1.00 37,200	1.05 39,060	1.10 40,920	1.15 42,780	1.20 44,640	1.25 46,500	1.30 48,360	1.35 50,220
2	1.04 38,688	1.09 40,548	1.14 42,408	1.19 44,268	1.24 46,128	1.29 47,988	1.34 49,848	1.39 51,708
3	1.08 40,176	1.13 42,036	1.18 43,896	1.23 45,756	1.28 47,616	1.33 49,476	1.38 51,336	1.43 53,196
4	1.12 41,664	1.17 43,524	1.22 45,384	1.27 47,244	1.32 49,104	1.37 50,964	1.42 52,824	1.47 54,684
5	1.16 43,152	1.21 45,012	1.26 46,872	1.31 48,732	1.36 50,592	1.41 52,452	1.46 54,312	1.51 56,172
6	1.20 44,640	1.25 46,500	1.30 48,360	1.35 50,220	1.40 52,080	1.45 53,940	1.50 55,800	1.55 57,660
7	1.24 46,128	1.29 47,988	1.34 49,848	1.39 51,708	1.44 53,568	1.49 55,428	1.54 57,288	1.59 59,148
8		1.33 49,476	1.38 51,336	1.43 53,196	1.48 55,056	1.53 56,916	1.58 58,776	1.63 60,636
9			1.42 52,824	1.47 54,684	1.52 56,544	1.57 58,404	1.62 60,264	1.67 62,124
10				1.51 56,172	1.56 58,032	1.61 59,892	1.66 61,752	1.71 63,612
11					1.60 59,520	1.65 61,380	1.70 63,240	1.75 65,100
12						1.69 62,868	1.74 64,728	1.79 66,588
13						1.73 64,356	1.78 66,216	1.83 68,076
14						1.77 65,844	1.82 67,704	1.87 69,564
15							1.86 69,192	1.91 71,052
16								1.95 72,540

Extra Duty Pay Schedule
Current Employee Placement for 2017-2018 2018-2019 and Extended, Initial Placement, New
Coach/Sponsor Positions, Shared Duties
Appendix B

A. Extra Duty Pay Schedule: The compensation of each employee covered by this agreement shall be determined by the schedule attached as Appendix A.

B. Current Employee Placement: The actual placement for each current employee for the 2017-2018 2018-2019 fiscal year is set forth on Appendix B attached hereto. This agreement allows current employee's to grandfather their 2007-2008 extra duty compensation package in lieu of placement on the new schedule. Said current employee can continue to grandfather their 2007-2008 compensation package (per maintained assignment) until said time that the new pay schedule is equal to or exceeds the monetary amount of the grandfathered 2007-2008 compensation. A current employee cannot combine utilization of the grandfather clause with utilization of the current extra duty pay schedule.

C. Initial Placement: The initial placement on the extra duty pay schedule of the employed after the date of this Agreement shall be determined by the Board of Education based upon the following:

(1) All employees contracted for any newly hired position will be placed on the current extra duty pay schedule (Appendix A) for all assignments.

(2) Years of experience will be determined by the administration. The experience must be of a similar nature and obtained in a recognized educational setting;

(3) Special qualification by reason of prior work experience or training for the specific assignment may affect years of experience as determined by the administration.

D. New Coach/Sponsor Positions: New positions added will be determined by the Administration with the Approval of the Board of Education. Placement on the pay schedule will be determined by a five member team consisting of one administrator, two coaches, and two activity sponsors using the ten categories and scale listed below.

Scale score each factor from 0-3

Factors: Certification Requirement: Teacher's certificate, CPR, etc.

Length of Season/Number of Practices

Public Pressure

Number of People Supervised – Assistants, Jr. High Coaches

Summer or Off Season Responsibilities

Budget/Inventory/Forms to be filled out

Number of participants in Program

Preparation time for practice or performance without participants

Fundraising Responsibilities

Overall Program Development Responsibilities – Camps, Youth Program,

E. Shared Duties: Coaches/Sponsors may be allowed to share their respective duty assignment with administrative approval. The conditions of those shared duties and the compensation shall be determined by the administration with input from the employee's involved. The shared compensation will not exceed the amount that would have been extended as the per the extra duty contract to the person hired for the position.

Extra Duty Pay Schedule 2018-2019
Appendix B

AA	A	B	C	DD	D	E	F	G	H	I	J	K
Head Var G/B Track	Head Var FB Head Var VB Head Var WR Head Var GBB Head Var BBB	Head Var XC Head Var SB Head Var Baseball Head Var G TRACK Head Var B TRACK *If combined, use 1.4 multiplier (Category AA)	Asst Var FB Asst Var VB Asst Var GBB Asst Var BBB Conditioning Coordinator Asst Var WR (8/2015 per James Shada moved from D to C)	HJH G/B Track	Head Var B GOLF Head Var G GOLF Asst Var TR Asst Var SB Asst Var Baseball Head JH-Ast. V FB	HeadJH VB HeadJH BBB HeadJH GBB HeadJH WR HeadJH FB Asst Var XC AJH-Ast. V FB Head JH G Track Head JH B Tack *If combined, use 1.4 multiplier (Category DD)	Asst JH BBB Asst JH GBB Asst JH VB Asst JH TR Asst JH WR Asst JH FB					
		Instrumental Music	Vocal Music		Head Cheer	Dance FBLA Speech Musical Asst Cheer	Drama Asst. Musical	Jr. Class Sponsor Stu Co Asst. Drama Quiz Bowl Skills USA FFA (5/20/16 Shada)	Concessions	NHS JH Leadership Yearbook STEM Asst. Skills USA (9/2015 per James Shada added)	Tech Asst Book Club Art Club	Soph Spons Fresh Spons Senior Spons
\$37,200	\$37,200	\$37,200	\$37,200	\$37,200	\$37,200	\$37,200	\$37,200	\$37,200	\$37,200	\$37,200	\$37,200	\$37,200
0.168	0.14	0.12	0.07	0.07	0.06	0.05	0.04	0.03	0.025	0.02	0.02	0.015
1st year	1st year	1st year	1st year	1st year	1st year	1st year	1st year	1st year	1st year	1st year	1st year	1st year
\$6,250	\$5,208	\$4,464	\$2,604	\$2,604	\$2,232	\$1,860	\$1,488	\$1,116	\$930	\$744	\$744	\$558
3rd year	3rd year	3rd year	3rd year	3rd year	3rd year	3rd year	3rd year	3rd year	3rd year	3rd year	3rd year	3rd year
0.178	0.15	0.13	0.08	0.08	0.07	0.06	0.05	0.04	0.025	0.025	0.025	0.025
6,622	5,580	4,836	2,976	2,976	2,604	2,232	1,860	1,488	930	744	744	558
6th year	6th year	6th year	6th year	6th year	6th year	6th year	6th year	6th year	6th year	6th year	6th year	6th year
0.19	0.16	0.14	0.09	0.09	0.08	0.07	0.06	0.05	0.04	0.04	0.04	0.04
\$7,068	\$5,952	\$5,208	\$3,348	\$3,348	\$2,976	\$2,604	\$2,232	\$1,860		\$1,488		
9th year	9th year	9th year	9th year	9th year	9th year	9th year	9th year	9th year	9th year	9th year	9th year	9th year
0.20	0.17	0.15	0.10	0.10	0.09	0.08	0.08	0.08	0.08	0.08	0.08	0.08
\$7,440	\$6,324	\$5,580	\$3,720	\$3,720	\$3,348	\$2,976	\$2,976	\$2,976	\$2,976	\$2,976	\$2,976	\$2,976
12th+ year	12th+ year	12th+ year	12th+ year	12th+ year	12th+ year	12th+ year	12th+ year	12th+ year	12th+ year	12th+ year	12th+ year	12th+ year
0.21	0.18	0.16	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11	0.11
\$7,812.00	\$6,696	\$5,952	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092	\$4,092

\$37,200.00

Other Contracted Positions:

Facilities Coordinator \$2100
 Summer Band (Flat Rate) \$1500
 Chair School Improvement (Flat Rate) \$2500
 Professional Development (Flat Rate) \$1400
 Extended Contract (IndexXBase)/186 DaysXDays

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT ARLINGTON PUBLIC SCHOOLS

THIS CONTRACT is made by and between the Board of Education of Arlington Public Schools, legally known as Washington County School District 89-0024, and referred to as "the Board" and "the School District" respectively, and Lynn Johnson, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of its meeting held on January 8, 2018 the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of 1 year(s) beginning on July 1, 2018, and expiring on June 30, 2019. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 11.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular January board meeting** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular December meeting** of each year of this contract and shall make the renewal of her employment contract an agenda item for the regular **January** board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the district has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the 2018--2019 contract year shall be \$142,649.00 which shall be paid in 12 equal monthly installments beginning in the month of August 2018. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The School District shall withhold other deductions as the Superintendent and Board may agree.

Section 5. Professional Status. The Superintendent affirms that she is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, she will hold a valid and appropriate certificate to act as a superintendent of schools in the state of Nebraska which she will register and maintain on file in the School District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that she registers her certificate. The Superintendent represents that: (1) all information she provided in connection with her application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, she will advise the Board immediately; (2) she has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) she has not had any professional licenses or certificates suspended or revoked.

Section 6. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Superintendent agrees to devote her time, skill, labor, and attention to her duties throughout the contract term. She shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to her. By agreement with the Board, she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out her duties and obligations to the School District.

Section 7. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. She shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. She is responsible for administering the instruction of students and the business affairs of the School District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 8. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory

Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education: (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of her duties; (m) any arrest, criminal charge, or criminal conviction of the Superintendent or the failure to report the same; (n) any filing against the Superintendent under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying School District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of the District's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased, or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with her duties under Section 2 (Renewal of Contract) or Section 15 (Evaluation) shall constitute a material breach of this contract.

Section 9. Disability. If the Superintendent is unable to perform her duties by reason of illness, accident, or other disability beyond her control, and the Superintendent is continuously disabled for a period of 120 consecutive calendar days, has exhausted all available leave, and is unable to return to work on a full-time basis and perform the essential functions of her job with reasonable accommodations, the Board may initiate action to cancel this contract, whereupon the respective rights, duties, and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

Section 10. Transportation. The Board shall provide the Superintendent with transportation or reimburse her for mileage required in the performance of her official duties at the rate approved by the Board.

Section 11. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

- a. Health Insurance.** The District shall pay for and provide health insurance for which the Superintendent is qualified for through the District's health insurance carrier.

- b. Dental Insurance.** The District shall pay for and provide dental insurance for which the Superintendent is qualified for through the District's health insurance carrier.
- c. Life Insurance.** Term life insurance with a total death benefit of Fifty-Thousand Dollars (\$50,000) with the option to purchase an additional \$50,000 of coverage.
- d. Sick Leave.** The Superintendent shall be entitled to ten (10) days of sick leave per year which may accumulate to a total of forty-five (45) days. Sick leave may only be used for personal illness or as otherwise provided in the certificated staff agreement. If the Superintendent qualifies for disability pay under the long-term disability policy, she shall be required to take the disability pay instead of sick leave pay. The Superintendent shall not be compensated for unused days of sick leave upon the ending of her employment with the District.
- e. Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the School District's carrier at her own expense. The Board will increase her salary by the amount of the premium cost.
- f. Vacation.** The Superintendent shall have twenty-five (25) vacation days for the 2018-2019 contract year which she may use at times she chooses so long as her absence does not interfere with the proper performance of her duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the 2018-19 contract year, the Board shall give the Superintendent the number of days necessary to restore her total to twenty (25) days. For example, if she uses 12 days of vacation one year, the board will provide her with 12 days the following year to bring her total to 25 days. The Superintendent shall develop a system for recording her use of vacation days and shall keep such records current and on file in the District's central office. Annually, at the Board's regularly scheduled August meeting, and at other times upon the Board's request, the Superintendent shall report to the

Board on the number of vacation days she has used. The Board may require her to use her vacation days and shall compensate her for unused vacation days upon the conclusion of her employment.

- g. Professional Development.** The Superintendent is expected to continue her professional development and to participate in relevant learning experiences. With the approval of the Board, she may attend appropriate professional meetings at the local, state, regional, and national level; and the Board will pay for valid expenses of attendance. Attendance at a national convention is allowed every two years. If the Superintendent attends a national convention in her initial year of employment and does not return as Superintendent following the initial year of employment, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.
- h. Professional Dues.** The School District will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators (NCSA), the American Association of School Administration (AASA), the Association of Supervision and Curriculum Development and other professional associations with Board approval.
- i. Bereavement Leave.** The Superintendent shall be allowed a total of not more than four (4) consecutive days on full pay in case of death in the immediate family, defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, or a person in the same home as part of the family. A total of not more than two (2) consecutive days on full pay is allowed for the Superintendent for absence in the case of death of other members of the immediate family, defined as son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, aunt, uncle, niece, or nephew. A total of one (1) day per year on full pay is allowed for each employee in the case of death of a close friend or neighbor. Death leave is not limited to four (4) days in one year, but covers each death in the immediate family which occurs during the year.

- j. Holidays.** The Superintendent shall receive the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. The Superintendent shall receive annually three (3) additional "floating" paid holidays to be used at the Superintendent's discretion.
- k. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops, conferences, training programs, official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$2,600 or more.

Section 12. Principal Residence/Domicile in School District. The Superintendent shall have her domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain her domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent is in her first year of employment with the District and does not have her domicile and principal place of residence within the District at the time of her employment, the Superintendent shall move her domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain her domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the School District; (3) to be involved in school and community activities bringing her in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the

school community and are thus less likely to be considered isolated from the community in which she is the educational leader.

Section 13. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 14. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary she was paid but had not earned prior to the date of termination of this contract. She shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 15. Evaluation. The Board shall evaluate the Superintendent twice during her first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; provide Board members with the written evaluation instrument on file with the Nebraska Department of Education; and make her evaluation an agenda item for the regular **December** board meeting during each year of this contract.

Section 16. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by her carrying out her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of her performance of her duties or her position as Superintendent of the District, the Board will provide her with a legal defense to the maximum extent permitted by law so long as she acted in good faith and in a manner which she reasonably believes to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that her conduct was unlawful.

Section 17. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, she will have a comprehensive physical and/or mental examination performed by a licensed physician or physicians of the Board's choosing during the term of this Contract. The Superintendent

agrees that she will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. The cost of such physical examinations and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.

Section 18. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

Section 19. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 20. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this _____ day of _____, 2018.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of _____, 2018.

Superintendent

17-18 SCHOOLS IN OUR STATE AID CONFIGURATION - 10 ABOVE/10 BELOW IN FORMULA STUDENTS:

School Districts in this Array: Arlington, Chase County, Central City, Conestoga, David City, Fort Calhoun, Gibbon, Gordon-Rushville, Louisville, Milford, Mitchell, North Bend, O'Neill, Pierce, Raymond Central, South Central NE, St. Paul, Syracuse, Valentine, West Point, Wilbur-Clatonia

** This study was generated using a Salary Report produced by NDE. Provides a reliable comparison but reporting inconsistencies exist.

SUPERINTENDENTS:					Benefit: Retire, FICA (district and indiv share), health/dental, life, disability						
District	Enrollment	Position	Total Exp	System Exp	2017 Base Salary	Benefit Cost	Total Cost	Rank Order	Per Pupil Expenditure	Rank Order	Length/renewal
	PK 30 K-12 555	Full	36	8	\$135,000	\$44,698.00	\$179,698	13	\$10,177.62	7	2 yr. roll
	K-12 570	Full	33	26	\$133,500	\$37,776.00	\$171,276	17	\$15,314.54	21	3 yr roll
	PK 30 K-12 578	Full	10	1	\$145,000	\$46,048.00	\$191,048	7	\$10,112.27	6	2 yr roll
	PK 45 K-12 605	Full	22	5	\$130,000	\$44,815.00	\$174,815	16	\$14,558.43	20	2 yr roll
	PK 60 K-12 235	Full	23	8	\$149,247	\$54,000.00	\$203,247	1	\$10,970.62	13	3 yr roll
	PK 37 K-12 641	Full	28	7	\$124,478	\$39,465.00	\$163,943	19	\$11,192.26	14	2 yr roll
	PK 36 K-12 630	Full	24	3	\$121,920	\$36,200.00	\$158,120	20	\$9,724.47	4	2 yr/Dec.
	PK 31 K-12 657	Full	10	1	\$135,000	\$32,033.00	\$167,033	18	\$10,663.54	11	2 yr roll
	PK 40 K-12 645	Full	13	4	\$121,000	\$35,749.00	\$156,749	21	\$10,523.14	10	2 yr roll
	PK 55 K-12 630	Full	35	12	\$135,000	\$40,474.00	\$175,474	15	\$11,633.95	16	2 yr (no lang)
**Arlington	PK 29 K-12 624	Full	35	30	\$138,495	\$45,421.42	\$183,916	11	\$10,292.88	9	3 yr (no lang)
	PK 77 K-12 610	Full	21	7	\$140,000	\$45,621.00	\$185,621	10	\$12,999.93	19	2 yr roll
	K-12 640	Full	12	3	\$138,000	\$39,669.00	\$177,669	14	\$10,960.69	12	2 yr roll?
	PK 34 K-12 650	Full	24	7	\$140,077	\$46,877.00	\$186,954	9	\$9,626.78	3	2 yr roll
	PK 33 K-12 664	Full	5	5	\$151,000	\$41,107.00	\$192,107	6	\$9,569.48	2	2 yr roll
	PK 34 K-12 690	Full	18	3	\$150,000	\$45,489.00	\$195,489	3	\$12,817.90	18	3 yr roll
	PK 30 K-12 700	Full	31	28	\$144,254	\$48,864.00	\$193,118	4	\$9,281.25	1	1 yr roll
	PK 38 K-12 730	Full	27	13	\$152,500	\$48,274.00	\$200,774	2	\$10,218.75	8	2 yr roll
	PK 50 K-12 727	Full	29	22	\$160,692	\$26,427.00	\$187,119	8	\$10,110.91	5	3 yr roll
	PK 35 K-12 800	Full	22	3	\$145,000	\$47,866.00	\$192,866	5	\$12,485.00	17	2 yr roll
	PK 34 K-12 785	Full	33	19	\$140,750	\$40,660.00	\$181,410	12	\$11,489.03	15	2 yr roll
Mean			23.4	10			\$181,831				
Median			24.0	7			\$183,916				
Average Mean/Median			23.7	9			\$182,873				

SECONDARY PRINCIPAL'S CONTRACT OF EMPLOYMENT ARLINGTON PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Arlington Public Schools**, legally known as **Washington County School District 89-0024**, (referred to herein as the "Board" or "District"), and **Aaron Pfingsten**, (referred to herein as the "Principal.") In accordance with its action taken and recorded in the minutes of its meeting held on **January 8, 2018**, the Board agrees to employ the Principal, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Principal shall be employed for a period of one year beginning on August 1, 2018, and expiring on June 30, 2019, and shall consist of at least 220 working days of service. The Principal shall keep complete and accurate records of his/her working days and shall provide the Superintendent and the Board of Education with a report of his/her accumulated working days at least quarterly. **Working Days.** The term "working days" shall not include any Saturday, Sunday, or any school vacation days.

Section 2. Salary. The annual salary for the position shall be **\$100,116** during the year of employment under this Contract, and shall be payable in 12 equal installments. The first installment shall be payable on the 20th day of August, 2018, and thereafter on the 20th day of each month through July 2019. This salary shall not be reduced during the term contract, except for just and sufficient cause as authorized by law.

Section 3. Deductions. This Contract shall conform to the statutes and regulations governing deductions from compensation. The school district shall withhold other deductions as the Principal and Board may agree.

Section 4. Professional Status. The Principal affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this Contract and that throughout the term of this Contract he/she will hold a valid and appropriate certificate to act as a principal of a secondary school, grades 7-12, in the State of Nebraska, in the State of Nebraska, which certificate shall be registered in the District's office as required by law.

Section 5. Principal's Duties. The Principal shall be governed during employment by the policies, rules and regulation of the Board. He/She shall fulfill all the duties and responsibilities of the position of principal as described by the Board's policies, rules and regulations and shall perform such duties at a professional level of competence. The Principal is directly responsible to the

Superintendent. Specific recommendations on employment, assignment and termination of all of the personnel who work at his/her level will be given to the Superintendent by the Principal. As the general manager of his/her assigned level, the Principal is in charge of discipline, planning, operation, supervision and evaluation of the programs and personnel at his/her level. The Principal is also responsible for all other duties as assigned by the Superintendent.

Section 6. Cancellation or Mid-Term Amendment. The Board may cancel or amend this Contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this Contract; (c) the breach of any of the material provisions of this Contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Principal's continued performance of his/her duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of the District's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes.

Section 7. Principle Residence/Domicile in School District. It is the purpose of the Board to encourage the Principal to live and maintain his/her domicile and principle residence within the boundaries of the school district which more readily allows the Principal: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the school district; (3) to be involved in school and community activities bringing them in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Principal; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children they teach and are thus less likely to be considered isolated from the communities in which they are

an educational leader.

Section 8. Transportation. The Board shall provide the Principal with transportation or reimburse him/her for mileage required in the performance of his/her official duties at the rate approved by the Board.

Section 9. Fringe Benefits. The Board shall provide the Principal with the following fringe benefits:

- a. Health/Dental Insurance.** The District shall pay for and provide health and dental insurance for which the Principal is qualified for through the District's health insurance carrier.
- b. Life Insurance.** Term life insurance with a total death benefit of Fifty-Thousand Dollars (\$50,000) with the option to purchase an additional \$50,000 of coverage.
- c. Sick Leave.** The Principal shall be entitled to ten (10) days of sick leave per year which may accumulate to a total of forty-five (45) days. Sick leave may only be used for personal illness; when the Principal's parent, spouse, spouse's parent, or a child is too ill to remain alone and the Principal is needed to provide care to that family member; the birth and/or adoption of a child; or as otherwise provided in District policy. If the Principal qualifies for disability pay under the long-term disability policy, he/she shall be required to take the disability pay instead of sick leave pay. The Principal shall not be compensated for unused days of sick leave upon the ending of his/her employment with the District.
- d. Disability Insurance.** The Principal shall purchase long-term disability insurance from the school district's carrier at his/her own expense. The Board will increase his/her salary by the amount of the premium cost.
- e. Professional Development.** The Principal is expected to continue his/her professional development and to participate in relevant learning experiences. With the approval of the Board, Principal may attend appropriate professional meetings at the local, state, regional and national level. Attendance at a national convention is allowed every two years with Superintendent approval. If the Principal attends a national convention in his/her initial year of service and does not return

as an employee of the District the following year, the Principal agrees to repay the District in full for national convention expenses paid by the District.

- f. Bereavement Leave.** The Principal shall be allowed a total of not more than four (4) consecutive days on full pay in case of death in the immediate family, defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister or a person in the same home as part of the family. A total of not more than two (2) consecutive days on full pay is allowed for each employee for absence in the case of death of other members of the immediate family, defined as son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, aunt, uncle, niece, or nephew. A total of one (1) day per year on full pay is allowed for each employee in the case of death of a close friend or neighbor. Death leave is not limited to four (4) days in one year, but covers each death in the immediate family which occurs during the year.
- g. Personal Leave.** The Principal will receive up to three (3) days of paid personal leave for each Contract Year. Personal leave days may be used upon the Superintendent's approval and shall not be used when such use would interfere with his/her ability to carry out his/her duties. Unused personal leave may be carried over from Contract Year to Contract Year. If the Principal carries forward any personal leave days to any Contract Year, the number of personal leave days he/she shall be awarded in such Contract Year shall be the lesser of (a) three (3) days and (b) the number of days which will bring the Principal's accumulated unused personal leave days to five (5) days. In no case shall the Principal accumulate more than five (5) days of unused personal leave.
- h. Professional Dues.** The Board shall pay dues on the Principal's behalf for membership in the following professional organizations: Nebraska Council of School Administrators (NCSA), the national affiliate (NASSP or NAESP), and the Association of Supervision and Curriculum Development (ASCD).

- i. **Expense Reimbursement.** The Board shall only pay or reimburse the Principal for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Principal secures the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$2,600 or more.

Section 10. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Principal from this Contract; provided, no resignation shall become effective before the expiration date of this Contract unless it is accepted by the Board which shall fix the date at which the resignation shall take effect.

Section 11. Compensation Upon Termination. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Principal.

Section 12. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules and regulations in performance of his/her respective duties and obligations under this Contract.

Section 13. Amendments to be in Writing. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 14. Severability. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Executed by the Board this ____ day of _____, 2018.

Secretary, Board of Education

President, Board of Education

Executed by the Principal this ____ day of _____, 2018.

Principal

**ELEMENTARY PRINCIPAL'S CONTRACT OF EMPLOYMENT
ARLINGTON PUBLIC SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Arlington Public Schools**, legally known as **Washington County School District 89-0024**, (referred to herein as the "Board" or "District"), and **Jacqueline Morgan**, (referred to herein as the "Principal.") In accordance with its action taken and recorded in the minutes of its meeting held on **January 8, 2018**, the Board agrees to employ the Principal, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Principal shall be employed for a period of one year beginning on August 1, 2018, and expiring on June 30, 2019, and shall consist of at least 220 working days of service. The Principal shall keep complete and accurate records of his/her working days and shall provide the Superintendent and the Board of Education with a report of his/her accumulated working days at least quarterly. **Working Days.** The term "working days" shall not include any Saturday, Sunday, or any school vacation days.

Section 2. Salary. The annual salary for the position shall be **\$87,344** during the year of employment under this Contract, and shall be payable in 12 equal installments. The first installment shall be payable on the 20th day of August, 2018, and thereafter on the 20th day of each month through July 2019. This salary shall not be reduced during the term contract, except for just and sufficient cause as authorized by law.

Section 3. Deductions. This Contract shall conform to the statutes and regulations governing deductions from compensation. The school district shall withhold other deductions as the Principal and Board may agree.

Section 4. Professional Status. The Principal affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this Contract and that throughout the term of this Contract he/she will hold a valid and appropriate certificate to act as a principal of an elementary school, grades PS-8, in the State of Nebraska, which certificate shall be registered in the District's office as required by law.

Section 5. Principal's Duties. The Principal shall be governed during employment by the policies, rules and regulation of the Board. He/She shall fulfill all the duties and responsibilities of the position of principal as described by the Board's policies, rules and regulations and shall perform such duties at a professional level of competence. The Principal is directly responsible to the Superintendent. Specific recommendations on employment, assignment and

termination of all of the personnel who work at his/her level will be given to the Superintendent by the Principal. As the general manager of his/her assigned level, the Principal is in charge of discipline, planning, operation, supervision and evaluation of the programs and personnel at his/her level. The Principal is also responsible for all other duties as assigned by the Superintendent.

Section 6. Cancellation or Mid-Term Amendment. The Board may cancel or amend this Contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this Contract; (c) the breach of any of the material provisions of this Contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Principal's continued performance of his/her duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of the District's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes.

Section 7. Principle Residence/Domicile in School District. It is the purpose of the Board to encourage the Principal to live and maintain his/her domicile and principle residence within the boundaries of the school district which more readily allows the Principal: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the school district; (3) to be involved in school and community activities bringing them in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Principal; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children they teach and are thus less likely to be considered isolated from the communities in which they are an educational leader.

Section 8. Transportation. The Board shall provide the Principal with transportation or reimburse him/her for mileage required in the performance of his/her official duties at the rate approved by the Board.

Section 9. Fringe Benefits. The Board shall provide the Principal with the following fringe benefits:

- a. Health/Dental Insurance.** The District shall pay for and provide health and dental insurance for which the Principal is qualified for through the District's health insurance carrier.
- b. Life Insurance.** Term life insurance with a total death benefit of Fifty-Thousand Dollars (\$50,000) with the option to purchase an additional \$50,000 of coverage.
- c. Sick Leave.** The Principal shall be entitled to ten (10) days of sick leave per year which may accumulate to a total of forty-five (45) days. Sick leave may only be used for personal illness; when the Principal's parent, spouse, spouse's parent, or a child is too ill to remain alone and the Principal is needed to provide care to that family member; the birth and/or adoption of a child; or as otherwise provided in District policy. If the Principal qualifies for disability pay under the long-term disability policy, he/she shall be required to take the disability pay instead of sick leave pay. The Principal shall not be compensated for unused days of sick leave upon the ending of his/her employment with the District.
- d. Disability Insurance.** The Principal shall purchase long-term disability insurance from the school district's carrier at his/her own expense. The Board will increase his/her salary by the amount of the premium cost.
- e. Professional Development.** The Principal is expected to continue his/her professional development and to participate in relevant learning experiences. With the approval of the Board, Principal may attend appropriate professional meetings at the local, state, regional and national level. Attendance at a national convention is allowed every two years with Superintendent approval. If the Principal attends a national convention in his/her initial year of service and does not return as an employee of the District the following year, the Principal

agrees to repay the District in full for national convention expenses paid by the District.

- f. Bereavement Leave.** The Principal shall be allowed a total of not more than four (4) consecutive days on full pay in case of death in the immediate family, defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister or a person in the same home as part of the family. A total of not more than two (2) consecutive days on full pay is allowed for each employee for absence in the case of death of other members of the immediate family, defined as son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, aunt, uncle, niece, or nephew. A total of one (1) day per year on full pay is allowed for each employee in the case of death of a close friend or neighbor. Death leave is not limited to four (4) days in one year, but covers each death in the immediate family which occurs during the year.
- g. Personal Leave.** The Principal will receive up to three (3) days of paid personal leave for each Contract Year. Personal leave days may be used upon the Superintendent's approval and shall not be used when such use would interfere with his/her ability to carry out his/her duties. Unused personal leave may be carried over from Contract Year to Contract Year. If the Principal carries forward any personal leave days to any Contract Year, the number of personal leave days he/she shall be awarded in such Contract Year shall be the lesser of (a) three (3) days and (b) the number of days which will bring the Principal's accumulated unused personal leave days to five (5) days. In no case shall the Principal accumulate more than five (5) days of unused personal leave.
- h. Professional Dues.** The Board shall pay dues on the Principal's behalf for membership in the following professional organizations: Nebraska Council of School Administrators (NCSA), the national affiliate (NASSP or NAESP), and the Association of Supervision and Curriculum Development (ASCD).

- i. **Expense Reimbursement.** The Board shall only pay or reimburse the Principal for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Principal secures the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$2,600 or more.

Section 10. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Principal from this Contract; provided, no resignation shall become effective before the expiration date of this Contract unless it is accepted by the Board which shall fix the date at which the resignation shall take effect.

Section 11. Compensation Upon Termination. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Principal.

Section 12. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules and regulations in performance of his/her respective duties and obligations under this Contract.

Section 13. Amendments to be in Writing. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 14. Severability. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Executed by the Board this ____ day of _____, 2018.

Secretary, Board of Education

President, Board of Education

Executed by the Principal this ____ day of _____, 2018.

Principal

**ASSISTANT PRINCIPAL'S CONTRACT OF EMPLOYMENT
ARLINGTON PUBLIC SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Arlington Public Schools**, legally known as **Washington County School District 89-0024**, (referred to herein as the "Board" or "District"), and **James Shada**, (referred to herein as the "Assistant Principal.") In accordance with its action taken and recorded in the minutes of its meeting held on **January 8, 2018**, the Board agrees to employ the Assistant Principal, and the Assistant Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Assistant Principal shall be employed for a period of one year beginning on August 1, 2018, and expiring on June 30, 2019, and shall consist of at least 220 working days of service. The Assistant Principal shall keep complete and accurate records of his/her working days and shall provide the Superintendent and the Board of Education with a report of his/her accumulated working days at least quarterly. **Working Days.** The term "working days" shall not include any Saturday, Sunday, or any school vacation days.

Section 2. Salary. The annual salary for the position shall be **\$86,314** during the year of employment under this Contract, and shall be payable in 12 equal installments. The first installment shall be payable on the 20th day of August, 2018, and thereafter on the 20th day of each month through July 2019. This salary shall not be reduced during the term contract, except for just and sufficient cause as authorized by law.

Section 3. Deductions. This Contract shall conform to the statutes and regulations governing deductions from compensation. The school district shall withhold other deductions as the Assistant Principal and Board may agree.

Section 4. Professional Status. The Assistant Principal affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this Contract and that throughout the term of this Contract he/she will hold a valid and appropriate certificate to act as an assistant principal of a secondary school, grades 7-12, in the State of Nebraska, which certificate shall be registered in the District's office as required by law.

Section 5. Assistant Principal's Duties. The Assistant Principal shall be governed during employment by the policies, rules and regulation of the Board. He/She shall fulfill all the duties and responsibilities of the position of assistant principal as described by the Board's policies, rules and regulations and shall perform such duties at a professional level of competence. The Assistant Principal is directly responsible to the Superintendent. Specific recommendations on employment, assignment and termination of all of the personnel who work at his/her level will be given to the Superintendent by the Assistant Principal. As the general manager of his/her assigned level, the Assistant Principal is in charge of discipline, planning, operation, supervision and evaluation of the programs and personnel at his/her level. The Assistant Principal is also responsible for all other duties as assigned by the Superintendent.

Section 6. Cancellation or Mid-Term Amendment. The Board may cancel or amend this Contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Assistant Principal's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this Contract; (c) the breach of any of the material provisions of this Contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Assistant Principal's continued performance of his/her duties; (m) any arrest, criminal charge, or criminal conviction of Assistant Principal or the failure to report the same; (n) any filing against the Assistant Principal under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of the District's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes.

Section 7. Principle Residence/Domicile in School District. It is the purpose of the Board to encourage the Assistant Principal to live and maintain his/her domicile and principle residence within the boundaries of the school district which more readily allows the Assistant Principal: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak

to and vote on ballot issues affecting the District as a legal voter of the school district; (3) to be involved in school and community activities bringing them in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Assistant Principal; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children they teach and are thus less likely to be considered isolated from the communities in which they are an educational leader.

Section 8. Transportation. The Board shall provide the Assistant Principal with transportation or reimburse him/her for mileage required in the performance of his/her official duties at the rate approved by the Board.

Section 9. Fringe Benefits. The Board shall provide the Assistant Principal with the following fringe benefits:

- a. Health/Dental Insurance.** The District shall pay for and provide health and dental insurance for which the Assistant Principal is qualified for through the District's health insurance carrier.
- b. Life Insurance.** Term life insurance with a total death benefit of Fifty-Thousand Dollars (\$50,000) with the option to purchase an additional \$50,000 of coverage.
- c. Sick Leave.** The Assistant Principal shall be entitled to ten (10) days of sick leave per year which may accumulate to a total of forty-five (45) days. Sick leave may only be used for personal illness; when the Assistant Principal's parent, spouse, spouse's parent, or a child is too ill to remain alone and the Assistant Principal is needed to provide care to that family member; the birth and/or adoption of a child; or as otherwise provided in District policy. If the Assistant Principal qualifies for disability pay under the long-term disability policy, he/she shall be required to take the disability pay instead of sick leave pay. The Assistant Principal shall not be compensated for unused days of sick leave upon the ending of his/her employment with the District.

- d. Disability Insurance.** The Assistant Principal shall purchase long-term disability insurance from the school district's carrier at his/her own expense. The Board will increase his/her salary by the amount of the premium cost.
- e. Professional Development.** The Assistant Principal is expected to continue his/her professional development and to participate in relevant learning experiences. With the approval of the Board, Assistant Principal may attend appropriate professional meetings at the local, state, regional and national level. Attendance at a national convention is allowed every two years with Superintendent approval. If the Assistant Principal attends a national convention in his/her initial year of service and does not return as an employee of the District the following year, the Assistant Principal agrees to repay the District in full for national convention expenses paid by the District.
- f. Bereavement Leave.** The Assistant Principal shall be allowed a total of not more than four (4) consecutive days on full pay in case of death in the immediate family, defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister or a person in the same home as part of the family. A total of not more than two (2) consecutive days on full pay is allowed for each employee for absence in the case of death of other members of the immediate family, defined as son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, aunt, uncle, niece, or nephew. A total of one (1) day per year on full pay is allowed for each employee in the case of death of a close friend or neighbor. Death leave is not limited to four (4) days in one year, but covers each death in the immediate family which occurs during the year.
- g. Personal Leave.** The Assistant Principal will receive up to three (3) days of paid personal leave for each Contract Year. Personal leave days may be used upon the Superintendent's approval and shall not be used when such use would interfere with his/her ability to carry out his/her duties. Unused personal leave may be carried over from Contract Year to Contract Year. If the Assistant Principal carries forward any personal leave days to any Contract Year, the number of personal leave days he/she shall be awarded in such Contract

Year shall be the lesser of (a) three (3) days and (b) the number of days which will bring the Assistant Principal's accumulated unused personal leave days to five (5) days. In no case shall the Assistant Principal accumulate more than five (5) days of unused personal leave.

h. Professional Dues. The Board shall pay dues on the Assistant Principal's behalf for membership in the following professional organizations: Nebraska Council of School Administrators (NCSA), the national affiliate (NASSP or NAESP), and the Association of Supervision and Curriculum Development (ASCD).

i. Expense Reimbursement. The Board shall only pay or reimburse the Assistant Principal for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Assistant Principal secures the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$2,600 or more.

Section 10. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Assistant Principal from this Contract; provided, no resignation shall become effective before the expiration date of this Contract unless it is accepted by the Board which shall fix the date at which the resignation shall take effect.

Section 11. Compensation Upon Termination. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Assistant Principal.

Section 12. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules and regulations in performance of his/her respective duties and obligations under this Contract.

Section 13. Amendments to be in Writing. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 14. Severability. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Executed by the Board this ____ day of _____, 2018.

Secretary, Board of Education

President, Board of Education

Executed by the Assistant Principal this ____ day of _____, 2018.

Assistant Principal

Community RelationsStatement of Intent

It is the desire and intent of the Board of Education that there be continuous planned public relations activities for all participants in the school community - for students, staff, parents and for the public at large. The public relations efforts should emanate from the school, as well as from the administrative offices.

Because the Board is proud of the staff, students and the school, public relations activities should encompass all areas of school life, including regular instructional activities, special events of unusual interest, extra-curricular activities, accomplishments of students and staff and Board of Education activities.

The purpose of the public relations activities shall be to inform so that all participants in the public education endeavor may gain pride in and understanding of their schools.

Methods of Communication

The Board of Education will use various media to keep the public informed—including news releases to the area newspapers, issuance of newsletters, school newspapers, presentations before parent groups, other community organizations, internet website and e-mail.

All Board of Education publicity releases shall be made through the Superintendent. The Superintendent shall establish procedures for the dissemination of information regarding deliberations and decisions of the Board of Education. The Superintendent shall also establish procedures for the dissemination of local school news, emphasizing student and staff activities and achievements.

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014

Community RelationsCitizen Communication to the Board of Education

The Board of Education recognizes the necessity for open communication with students, parents, patrons and staff but is also aware that a procedure for processing concerns and complaints is imperative to the normal operations of the District. It is the intent of the Board that concerns and complaints be resolved at the lowest possible level.

Complaints Made to Individual Board Members

Members of the Board of Education have no authority or power to act on behalf of the Board or the District except when acting as a member of the entire Board at a duly called board meeting or when acting with express, specific authority granted by the Board or by law. Should any member of the Board be approached by a student, parent, patron or staff member who has a concern or complaint, the member should:

1. Listen attentively to the concerns but not take any inflexible position.
2. Instruct the individual about the District's process for resolving concerns and complaints and direct the individual to the appropriate complaint or grievance procedure or to the Superintendent for information concerning such procedures. If the concern or complaint involves a teacher, the individual should be informed to discuss the matter with the teacher first.
3. Inform the Superintendent of the concern.

The Board and the District shall not be bound in any way by the action or statement on the part of any individual Board member or committee, except when such statement or action is taken or made in conformance with express, specific authority granted by the Board or by law.

Complaints Made to the Board

Concerns or complaints may be made to the Board of Education at a duly called Board meeting at such time as the agenda provides for public participation or comment.

In the event the complaint involves a personnel matter relating to an employee of the District, the individual raising the complaint shall be directed to first exhaust the appropriate complaint or grievance procedure. The board shall not respond or take action on such a complaint until such complaint or grievance procedure has been exhausted, unless it is determined by the Board, under the circumstances, that an immediate response or action is required.

Individuals raising concerns or complaints involving non-personnel matters which may be the subject of a complaint or grievance procedure may also be directed to first use such complaint or grievance procedure.

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014

Community RelationsPublic Complaints

The board recognizes that concerns regarding the operation of the school district will arise. The board further believes that constructive criticism can assist in improving the quality of the education program and in meeting individual student needs more effectively. The board also places trust in its employees and desires to support their actions in a manner which frees them from unnecessary or unwarranted criticism and complaints.

Procedures for dealing with complaints concerning programs or practices should be governed by the following principles:

- Where action/investigation is desired by the complainant, or where it seems appropriate, the matter should be handled as near the source as possible;
- Complaints should both be investigated and, if possible, resolved expeditiously;
- Complaints should be dealt with courteously and in a constructive manner; and,
- Individuals directly affected by the complaint should have an opportunity to respond.

Specific procedures for handling complaints may be established in policies. The board consistent with its board policy-making role, will deal with complaints concerning specific schools, programs or procedures only after the usual channels have been exhausted. Complaints regarding employees or complaints by students will follow the more specific policies 4026 and 5400 respectively.

When a complaint requiring attention is received by the board or board member it will be referred to the superintendent. After all of the channels have been exhausted, the complainant may appeal to the board by requesting a place on the board agenda or during the public audience portion of the board meeting. If the complainant appeals to the board, the appeal shall be in writing, signed and explain the process followed by the complainant prior to the appeal to the board.

Date of Adoption: November 8, 2010 and December 13, 2010

Reviewed: November 10, 2014

Community RelationsAnnual Report

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 the parents of students enrolled in the School District during the fall semester, if possible, of each school year and making it available to other residents. The report shall include information required by Rule 10 and all 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: (1) a standardized norm-referenced assessment instrument at specified grade levels (no earlier than grade 2, and in at least one grade in each of the following three (3) levels: grades 4-6; grades 7-9; grades 10-12), (2) a criterion referenced assessment instrument administered to determine acquisition of competencies in reading, writing, and mathematics (the assessment and data shall be for all students beginning at least in grade 5), and (3) at least once each five (5) years, a follow up study of the School District's graduates. All individual test scores will be kept confidential and no identification of individual students will be made. If there are fewer than five (5) students in a grade level being reported, no public reports of student performance will be made for those grade levels.
- B. School system demographics.
- C. School system financial information.
- D. Results of a survey of learning climate which shall be completed at least once each five (5) years. The survey shall determine areas of satisfaction and dissatisfaction.

Legal Authority: NDE Rule 10

Date of Adoption: April 9, 2007

Redopted: February 11, 2008

Reviewed: November 10, 2014

Community RelationsPublic Access to School Records - Examination, Making Memoranda, and Copying

1. The School District, through the Superintendent, shall provide interested persons access to the records of the School District as required by law. Such access shall include the opportunity to examine, make memoranda and copy School District records. The School District shall not make records of individual students or personnel available except as allowed by law or compelled by court order.

2. Records may be examined at the School District offices during the hours such offices are open for the ordinary transaction of business. School district offices will be open for the ordinary transaction of business (a) during the school year on such days as school is in session, and (b) during the summer months when school is not in session, Monday through Friday when the Superintendent is present, except legal holidays.

3. Records may be obtained in the form in which the record is maintained including, but not limited to, printouts, electronic data, disc, tapes, and photocopies. The School District will not be required to produce or generate any record in a new or different form or format modified from that of the original School District record. Copies of records may be made as follows:

(a) Copies may be made by persons using their own copying or photocopying equipment, provided that such copies shall be made on the premises of the School District offices or at a location mutually agreed to by the requester and the School District.

(b) Copies may be obtained from the School District if the School District has copying equipment reasonably available, and upon payment of a fee for providing copies. The Superintendent shall establish a fee schedule for the copying of school district records, provided that such fee is not to exceed the actual cost of making the copies available. Actual costs of making copies available include: Paper, discs, and other hard copy materials, copier device costs (equipment lease, depreciation and maintenance), electricity and the cost of personnel. If the copies requested are estimated by the School District to be more than fifty dollars (\$50.00), the School District may require the requester to furnish a deposit prior to fulfilling such request.

4. Upon written request for access to records, the School District will provide to the requester as soon as is practicable and without delay, but not more than four (4) business days after actual receipt of the request:

(a) Access to or, if copying equipment is reasonably available, copies of the school district records requested;

(b) A written denial of the request, or portion thereof, if there is a legal basis for such denial of access to school district records on a written form from the school district. [See, Regulation Form 1050A, "Denial of Access To School District Records"]; or

(c) If the entire request cannot with reasonable good faith efforts be fulfilled within four (4) business days after actual receipt of the request due to the significant difficulty or extensiveness of the request, the school district shall provide a written explanation, including the earliest practicable date for fulfilling the request, and estimate of the expected cost of any copies, and an opportunity to modify or prioritize the items within the request. [See, Regulation Form 1050B, "Explanation of Delay in Fulfilling Request for School District Records"].

Legal Reference: Neb. Rev. Stat. § 84-712 et seq.

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014

Community Relations

Denial of Access to School District Records Form

Name of Requester: _____.

Date of School Record Request: _____.

Name of Administrator Denying Record Request: _____.

Description of Records Requested (Actual written request for record may be attached): _____

_____.

Please be advised that the school district has determined that there is a legal basis for a denial of access or copies to all or a portion of the school records requested, and hereby provides the following information regarding such denial:

A. Description of the contents of the records withheld: _____

_____.

B. Statement of the specific reasons for the denial (Correlate specific portions of the records to specific reasons; include citation of statute expressly providing that particular information or records shall not be made public): _____

_____.

NOTICE: Pursuant to Neb. Rev. Stat. § 84-712.03, you may have a right of judicial or administrative review of the denial of access to school district records set forth above, including a right to petition for a writ of mandamus, or petition the Attorney General to review the record to determine if it may be withheld from public inspection.

Community Relations

Explanation of Delay in Fulfilling Request for School District Records

Your entire request for school district records cannot with reasonable good faith efforts be fulfilled within four (4) business days after actual receipt of such request due to (check all applicable boxes):

G Significant difficulty in compiling or copying such records;

G Extensiveness of the request.

A. Additional Explanation: _____

_____.

B. Projected Date of Fulfilling Request: _____.

C. Projected Cost of Copies: \$_____.

Modification or Prioritization of Request: You may modify or prioritize the items in your request to expedite the availability of the school records requested; please set forth your modification or prioritized items in the space provided below and return to the office of the business office:

_____.

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014

Community RelationsAdvertising and Promotion

Neither the facilities, the staff, nor the children of the school district shall be employed in any manner for advertising or otherwise promoting the interests of any commercial, political, or other non-school agency, individual, or organization, except that:

1. The schools may cooperate in furthering the work of any non-profit, community-wide social service agency, provided that such cooperation does not restrict or impair the educational program of the schools.
2. The schools may use films or other educational materials bearing mention of the producing firm or sponsor, providing such materials can be justified on the basis of their actual educational values.
3. The schools may cooperate with any agency in promoting the activities in general public interest, and which promote the education or other best interest of students.
4. The superintendent of schools may cooperate in furthering the work of any non-profit, community-wide social service agency provided such cooperating does not infringe on school programs or diminish the amount of time devoted thereto.
5. The administration may, at its discretion, announce, or authorize to be announced, any lecture, community activity, or film which it feels has educational merit.
6. School representatives may, upon approval of the board of education, cooperate with any agency in promoting activities in the general public interest, and which promotes education that is in the best interest of the students.

Legal Reference: Neb. Rev. Stat. 79-443
Neb. Rev. Stat. 79-1272

Board Authority for Supervision and Control
Teachers, Solicitation by Agents

Date of Adoption: April 9, 2007
Reviewed: November 10, 2014

Community RelationsPublications, Radio, and Television

The board of education welcomes the active participation of print and electronic mass media in promoting educational programs in Washington County School District No. 89-0024. All resultant news coverage of academic or extracurricular activities must be presented in the public interest. No identification of the school with the promotion of any commercial or political enterprise will be permitted.

All radio and television broadcasts of any school activity or contest originating from School District No. 89-0024 facilities must be coordinated through the office of the building principal sponsoring the activity.

Companies interested in such broadcasts will: (1) Contact the building principal at least forty-eight (48) hours in advance of the event to gain permission and make arrangements for attending the activity. (2) Any company interested in broadcasting an activity will be responsible for all necessary equipment, transmission lines, power sources, and accompanying expenses. (3) Any company interested in broadcasting an activity will be responsible for any financial and legal liabilities pertaining to its own equipment and personnel.

Legal Reference: Neb. Rev. Stat. §79-443
Neb. Rev. Stat. §79-2105

Board Authority for Supervision and Control
Telecommunications Operated by the
Nebraska Educational Telecommunications
Commission

Date of Adoption: April 9, 2007
Reviewed: November 10, 2014

Community RelationsSchool Directory

A school directory will be used and distributed only by authorization of the principal or superintendent of schools. Under no circumstances will it be distributed for political or commercial purposes. If student directory information is released it shall not be released to an agency or individual if personal profit is the object of the receiver. Directory information for purposes of the school directory shall consist of (1) student name, (2) address, (3) grade in school, (4) name of parents or guardian, and (5) date of birth. Parents who do not wish to have their child's name(s) included in the directory to be released may request that it be deleted. It shall be the principal's responsibility to delete those names.

Legal Reference: Neb. Rev. Stat. §§79-2,104 & 79-2,105; Neb. Rev. Stat. §79-539
Neb. Rev. Stat. §§84-1201 to 84-1220
Family Educational Rights and Privacy Act of 1974 (P.L. 93-380)

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014

Community RelationsCommunity Use of School Facilities

School facilities are primarily intended for the District's educational and extracurricular activity programs. School facilities are, however, made available for use by outside groups to further the interests of the District and the community. Use by non-school groups is allowed pursuant to an application process and is subject to the terms and conditions set forth in this policy.

1. Application for Use.

Outside groups that wish to use school facilities must submit a completed Application for Use form signed by a representative of the outside group who has authority to commit the outside group to the terms and conditions of the Application. The outside group, as Applicant, shall specify the nature of the intended use, the dates and times of the requested use, and the facilities for which use is requested.

The form shall be developed by the administration. The form shall include the statement that:

This application is subject to the terms of the Board's "Community Use of School Facilities" policy. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

2. Acceptance of Application for Use.

Acceptance or rejection of applications shall be the responsibility of the Superintendent or the Superintendent's designee.

Applications shall not be rejected for any unlawful reason, including unlawful discrimination on the basis of race, national origin, gender, religion, disability, age, marital status, or veteran status, and including the applicant's legally protected exercise of constitutional or statutory rights.

The District's facilities are designated as nonpublic forums. Accordingly, applications shall not be accepted for:

- a. Uses that may conflict with or that disrupt the District's educational or extracurricular activity programs.
- b. Uses inconsistent with the mission of the District.
- c. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
- d. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.
- e. Uses for outside commercial activities except with approval of the Board; and except for camps and other activities for high school students subject to and consistent with Bylaws of the Nebraska School Activities Association.
- f. Uses that involves gambling or games of chance.

- g. Uses that involves a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
- h. Uses that involve the meetings of secret clubs not open to members of the public.
- i. Non-community type uses such as wedding receptions, slumber parties, personal use and similar activities.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use. Facilities will generally not be available for community use at times when school staff are not available to monitor the Applicant's use, such as on legal holidays; before 7:00 a.m.; after 10:00 p.m. and Sunday mornings prior to Noon.

Leases of school facilities require approval of the Board. As such, Applications that request long-term use of facilities in the nature of a lease will be denied.

Applications may be denied based on the determination of the Superintendent or the Superintendent's designee that the Applicant does not have the financial ability or financial responsibility to pay fees or expenses or to reimburse the District for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

When an Application conflicts with another Application, the Applications will be accepted according to the following priority order:

- a. Events or activities that are designed to service students of the District or which are related to any function of the District, including approved school-community associations and school-affiliated non-profit groups.
- b. Tax-supported agencies such as educational entities or units of city, county or state government.
- c. Nonprofit community agencies such as private educational agencies.
- d. Groups where the majority of the members reside within the District.

For use conflicts within each group, priority will be given to the first to submit their Application; provided that the Superintendent or the Superintendent's designee may approve an Application that is not first-filed if the other Applicant's use could be feasibly changed to a non-conflicting time or area.

Applications that are accepted may not be assigned or transferred to another outside group.

Applications that are accepted are subject to cancellation by the Superintendent or the Superintendent's designee. Cancellation will occur in the event the administration reasonably determines:

- a. Any of the reasons for non-acceptance of an application exist.
- b. The Applicant fails to meet any term or condition required prior to the use. This includes but is not limited to failure of the Applicant to pay required fees or deposits or failure to show evidence that any required insurance is in place.
- c. Circumstances make the use unsuitable. This includes but is not limited to:

- i. The condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs or other potential hazards that the school would not otherwise clear prior to the activity or event. The Applicant may request that the District clear the hazards such that it may proceed with its activity or event. If the District agrees to do so, the Applicant shall be responsible for all costs incurred by the District in clearing the hazard.
- ii. School staff being unavailable to monitor the use or to provide set-up or clean-up services where the District has accepted responsibility for such.
- iii. The need to use the facilities for a school activity or purpose.

Generally, if school is closed on the date of the Applicant's intended use due to inclement weather or hazardous conditions, the Applicant's use will be cancelled.

The Applicant shall remain responsible for fees or expenses, and any deposit that has been received by the District shall be forfeited and be kept by the District, if cancellation occurs because of the fault of the Applicant. Otherwise, the District will return any deposit that has been received by the District. The District will in no event be responsible for any damages, expenses, or losses incurred by the Applicant or any person arising from the cancellation.

An Applicant may withdraw its Application at any time prior to acceptance. An accepted application may be withdrawn by the Applicant, subject to approval of the Superintendent or the Superintendent's designee. Approval is subject to the conditions that the Applicant has given reasonable advance notice (ordinarily, at least 48 hours) and that the Applicant reimburse the District for any expense the District has incurred.

3. Conditions of Use.

The conditions for use are as follows:

- a. Compliance. Applicant agrees to:
 - i. Comply with all local, state and federal laws, including health and fire codes.
 - ii. Comply with Board policies concerning non-discrimination and the use of school facilities.
 - iii. Comply with reasonable administrative rules related to use of facilities and the requests of school officials related to the Applicant's use of the facility.
- b. Disclaim School Sponsorship. The District does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements suggesting such sponsorship and to publish statements of non-school sponsorship in such form and manner as the administration may request.
- c. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:

- i. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.
- ii. Enters any area of the school facilities that the Applicant has not been given permission to use, or accesses any school records.
- iii. Engages in the use of tobacco, alcohol, or illegal drugs, or is under the influence of alcohol or illegal drugs.
- iv. Possesses a firearm or a weapon.
- v. Engages in disorderly, lewd, or lascivious conduct.
- vi. Engages in any criminal behavior.

Applicant shall remove any person from the activity or event who engages in any of the above listed conduct. Applicant agrees to report to the school administration by the close of the next business day the identity of any person who engaged in any of the above listed conduct and the details of the conduct. If the offending person is a student, the report shall be made immediately.

In the event the school administration determines that the nature of the activity or event warrants the presence of security services, Applicant agrees to provide such security services.

Applicant agrees to ensure that all persons attending its activity or event are off school grounds at the end of its time of permitted use, except for students or school staff who are authorized to remain for a school-related purpose.

- d. Condition of Premises. Applicant agrees to:
 - i. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify an administrator. In the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.
 - ii. Not use or allow any school equipment to be used without express approval of school administration.
 - iii. Not bring or allow others to bring food or beverages on to school grounds without express approval of school administration.
 - iv. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
 - v. Not use any electrical equipment that has been brought onto the premises without express approval of school administration.
 - vi. Not allow the wearing of street shoes or shoes with black soles on gym floors or other protected surfaces.
 - vii. Not park or allow others to park in fire lanes or reserved spaces or in any manner inconsistent with the school's parking rules.
 - viii. Not cause or allow others to cause damage to school facilities or equipment.
 1. In the event damages are sustained, Applicant accepts responsibility for reimbursing the District for the cost of repair or replacement.

2. Applicant agrees that the school administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.
 3. Applicant shall immediately report to the school administration any damage to school facilities or equipment that occurs during the Applicant's use of school facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.
 - ix. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other school property to their proper location. The clean-up shall be promptly completed. In the event the District provides the clean-up service, Applicant agrees to reimburse the District for the cost of such clean-up.
 - x. Remove any property brought in by the Applicant and by any person attending the activity or event. The District is not responsible for any personal property that is left on the premises.
- e. Financial Responsibility. Applicant agrees to:
- i. Procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.
 - ii. The insurance requirement is subject to waiver by the Superintendent or the Superintendent's designee only in circumstances where the intended use presents very little potential for injury or damage and the activity or event is designed to serve the District's students or staff.
 - iii. Indemnify and hold the District, the Board, school employees and agents of the District harmless from any and all claims, demands, causes of action, or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the Applicant's use of school facilities.

4. Fees for Use.

The Superintendent or Superintendent's designee shall establish a daily use fee schedule that establishes rates for specific parts of the school facilities (that is, kitchen, auditorium, gymnasium, athletic field, classrooms, meeting rooms). The rates shall be reviewed on a periodic basis; with the review to occur no less than every two years.

The fee rates shall be in an amount sufficient to cover estimated staff time and direct costs associated with:

- a. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.
- b. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.

- c. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after the use.
- d. Kitchen. Cost of providing access to the kitchen facilities; as ordinarily any permitted use of the kitchen will require the presence of a member of the school's food service staff.
- e. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the school's staff who is familiar with proper use of the equipment.
- f. Monitoring. Cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
- g. Security. Cost of providing security services when determined to be needed for the activity or event.

The fee schedule shall be applied evenly to all Applicants, with two exceptions:

- a. A different fee may be assessed where the Superintendent or Superintendent's designee reasonably determines that the Applicant's use will require staff time or cause direct costs different than those used in establishing the fee schedule.
- b. A fee waiver or reduced fee rate shall be given for use where the activity or event is designed to serve students of the District or children; such as approved school-community associations and school-affiliated non-profit groups and summertime sports leagues, sports camps, etc., that are subject to NSAA regulations.

5. Use Consistent with NSAA Bylaws.

Use of school facilities for activities that are subject to the Bylaws of the Nebraska School Activities Association (NSAA) shall be permitted subject to and in accordance with the NSAA Bylaws. Such use shall be consistent with this policy for non-school groups. Examples of acceptable use of school facilities for activities are:

- a. Summer Leagues. There must be evidence that the organization or individual conducting the league has rented or leased the facility (for example, via an Application for Use) to prove the school is not involved in its sponsorship or funding.
- b. Commercial Sport Camps/Clinics. School facilities for use by individuals, including the District's own coaches or other organizations for commercial camps/clinics or schools. Camps conducted by high school coaches shall be publicized as open to all area individuals wishing to attend and not limited to students from the coach's high school.
- c. All-Star competition that involves graduated seniors.
- d. Competitive meets and contests sponsored by non-school groups.
- e. Facilities approved under the above stipulations include: gymnasiums, tracks, swimming pools, tennis courts, athletic playing fields, and baseball and softball diamonds.

Date of Adoption: July 13, 2009 and August 10, 2009

Reviewed: November 10, 2014

Community Relations

Maintenance/Use Fees- Fee Schedule

The fees for the use of school district facilities shall be calculated by the Administration on the following basis:

- A. Cost of insurance for third party use of facilities;
- B. Cost of custodial services at the School District's rate of compensation for such services;
and,
- C. Cost of supervision at the hourly rate established by the Administration.

Date of Adoption: February 11, 2008

Reviewed: November 10, 2014

APPLICATION FOR USE OF SCHOOL FACILITIES
ARLINGTON PUBLIC SCHOOLS

Name of Organization Making Request: _____ Date: _____

Type of Organization and Type of Activity or Event:

_____ Event or activity that is designed to service students of the District or which is related to any function of the District, including approved school-community associations and school-affiliated non-profit groups.

Describe: _____

_____ Tax-supported agency such as educational entity or unit of city, county or state government.

Describe: _____

_____ Nonprofit community agency such as a private educational agency.

Describe: _____

_____ Group in which the majority of the members reside within the District.

Describe: _____

_____ Other. Describe: _____

Date: _____ Time (start/end): _____

Facility /Room: _____ Frequency of Use: _____

Purpose: _____

Admission/Collection You Will Charge: _____

Equipment Needed: _____

Type of Cleaning Required During and Afterwards: _____

Fees (To Be Completed by Superintendent or Designee)

The superintendent of schools shall establish fees and use discretion in the assessment of fees for use of school facilities, equipment and transportation depending upon the particular circumstances surrounding each request.

Table with 2 columns: Type, Amount. Rows include Processing, Access, Custodial, Kitchen, Special Equipment, Monitoring, Security, Total, Advance Deposit, Date Deposit Due.

Both parties to this contract agree to the following terms:

- 1) The applicant is responsible for any and all liability claims resulting from the applicant’s use of a public school building. Arlington Public Schools is not liable for any claims resulting there from.
- 2) The Board of Education reserves the right to refuse rental or scheduling to any group, organization or business which fails to provide necessary control or policing of facilities.
- 3) Any damage to premises or breakage of equipment will be paid for by the scheduling party.
- 4) Preference on scheduling will be first to schools, and then to school district organizations and businesses.
- 5) An adult supervisor will be required for any youth program.
- 6) Rental fees are negotiated on an individual basis. Determining factors include: type of organization, equipment used and custodial services needed. (For more detailed information, contact the Superintendent’s Office, 402-478-4173)
- 7) Checks for fees shall be made out to the Arlington Public Schools and are preferably due in advance but not later than a date set by the Superintendent of Schools.
- 8) The applicant must sign, personally or through an authorized representative, the “Release and Indemnification Agreement” provided by the School District.
- 9) There shall be no alcoholic beverages or drugs permitted in or around the school facility, either prior to, during or immediately following the activity for which the facilities are being used.
- 10) In the case of indoor facilities, there shall be no smoking permitted in the building.
- 11) The party using the facilities shall be responsible to leave the facilities in the same condition that it was in when the party arrived. The gym floor is to be swept, all equipment is to be properly placed in the location designated for storage, any paper or other debris cleaned up. There is to be no one permitted in any area other than areas that were requested for use, and no drinks are permitted in the gym.
- 12) Equipment that has not been made available to the party under this agreement shall not be used.
- 13) If any school personnel are needed as part to this contract, it shall be stipulated in the contract, and payment for services is the responsibility of the party requesting facility use.
- 14) Failure to comply with the above provisions shall result in the cancellation of existing and all future facility use contracts with that party.
- 15) All arrangements for the use of the building(s) shall be made with the superintendent and his/her designee.

The stipulations as listed are agreed to by the party requesting facility use and the contracting party agrees to use the facility on the basis outlined in the contract.

Superintendent signature

Sponsor for party requesting facility use

Date

Date

NOTE: Release and Idemnification must be signed.

Date of Adoption: July 13, 2009 and August 10, 2009
Reviewed: November 10, 2014

RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of the undersigned being allowed or granted permission to use Arlington County School District 89-0024 a/k/a Arlington Public Schools (hereinafter referred to as "Arlington Public Schools") buildings, grounds, facilities or equipment, the undersigned hereby releases and waives any and all claims, demands, causes of action, suits, debts or damages which the undersigned has or which may in the future accrue, for all personal injuries, known or unknown, or injuries or damage to property, caused or arising out of the undersigned's use of Arlington Public Schools building, grounds, facilities or equipment.

Additionally, in consideration of the undersigned being allowed or granted permission to use Arlington Public Schools buildings, grounds, facilities or equipment, the undersigned hereby covenants to indemnify and save harmless the Arlington Public Schools buildings, grounds, facilities or equipment.

The undersigned acknowledges and agrees that without executing this Release and Indemnification Agreement permission would not be granted to use Arlington Public Schools buildings, grounds, facilities or equipment. The undersigned further understands and agrees that this Release shall be binding on the undersigned, and the undersigned's heirs, executors, administrators or assigns, and that by executing this Release and Indemnification Agreement, the undersigned is hereby releasing and agreeing to indemnify Arlington Public Schools, all of its present or future Board members in their individual or official capacities, and all of the school district's employees or agents in their individual or official capacities, and all successors thereto.

The Arlington Public Schools does not sponsor or in any way endorse the views, aims, policies, opinions or content of any speakers, or presenters, or materials disseminated as part of the program of the person or persons or entity allowed access to Arlington Public Schools

facilities, and remains totally neutral with regard thereto.

The undersigned acknowledges having read this Agreement, understands the rights which are being waived or released hereby, understands the indemnification obligation assumed hereby, and executes the same voluntarily and with full knowledge of its significance.

DATED this _____ day of _____, 200_.

NOTE: THIS DOCUMENT HAS SIGNIFICANT LEGAL RAMIFICATIONS AND SHOULD BE CAREFULLY READ AND UNDERSTOOD. IF THERE ARE ANY QUESTIONS, THE SIGNER OF THIS DOCUMENT SHOULD CONSULT HIS OR HER OWN ATTORNEY.

Date of Adoption: February 11, 2008
Reviewed: November 10, 2014

Community RelationsUse of School Facilities: Student Groups and Boy Scouts

1. Equal Access to Student Groups. In the event any of the secondary schools (grades 6-12) have a limited open forum as defined in the Equal Access Act, such school(s) shall not deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings. A limited open forum for this purpose exists if the secondary school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.

All such student meetings at school are subject to the following requirements:

- a. the meeting must be voluntary and student-initiated;
- b. there must be no sponsorship of the meeting by the school or its agents or employees;
- c. employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- d. the meeting must not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- e. non-school persons may not direct, conduct, control, or regularly attend activities of the student group.

The administration shall in all respects maintain the District in compliance with the Equal Access Act.

2. Equal Access to Boy Scouts. If the District provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities before or after school hours, the District shall not deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America. The same principles apply to any other youth group listed in Title 36 of the United States Code as a “patriotic society.” The administration shall in all respects maintain the District in compliance with the Boy Scouts of America Equal Access Act.

The use of school facilities for student meetings and Boy Scouts as provided above shall be subject to the same provisions as other community, non-school groups and may be required to complete a community use application as and to the same extent as other noncurriculum related student groups (in the case of student meetings) and other outside youth or community groups (in the case of the Boy Scouts).

Legal Reference: 20 U.S.C. §§ 4071-4074 (Equal Access Act)
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act) & 34 CFR
Part 10

Date of Adoption: July 13, 2009 and August 10, 2009

Reviewed: November 10, 2014

Community RelationsBulletin Boards, Display Case, and Posted Material

School bulletin boards, display cases, and posting areas are for the purposes of conveying information about school activities and programs to students, staff, and the visiting public as deemed appropriate by the respective principals; however, building principals may use their discretion on posting or displaying non-school related information which is not political or commercial in nature.

Legal Reference: Neb. Rev. Stat. 79-443

Board Authority for Supervision and Control

Date of Adoption: April 9, 2007

Reviewed: November 10, 2014

Community RelationsTobacco Policy

The use of tobacco products is prohibited in all school buildings, all school vehicles and all school grounds. For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect.

Neb. Rev. Stat. 71-5701 (Nebraska Clean Indoor Air Act)

Date of Adoption: July 14, 2014 and August 11, 2014

Reviewed: November 10, 2014

1. OPENING PROCEDURES

1.1. Call Meeting to Order

President O'Daniel called the meeting to order at 7:00 p.m.

1.2. Roll Call

Matt O'Daniel, Terri O'Flaherty, Bruce Scheer, Jessica Scheer, Luanne Sundberg, Shanon Willmott were present.

Also in attendance was Aaron Pfingsten, high school principal, Jacqueline Morgan, elementary principal, James Shada, athletic director, Lynn Johnson, superintendent and Cheryl Keeler, recording secretary.

1.3. Pledge of Allegiance

1.4. Approval of Regular Meeting Agenda

Motion to approve the regular meeting agenda as presented passed with a motion by Bruce Scheer and a second by Teri O'Flaherty.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

2. WELCOME TO GUESTS AND PUBLIC FORUM

Kathy Rhea addressed the board. She urged the board to evaluate spending and distinguish between wants versus needs, she suggested that the board develop a 5-10 year plan, and spoke on the topic of adding staff in relation to option enrollment.

Merritt Gilmore and Jennifer Gay, parents of student athlete wrestlers, addressed the board. They expressed four points of concern: Safe and appropriately equipped space, dedicated space, maintenance of equipment, recognition and support of wrestling. Student athletes have to help move mats which takes 40 to 45 minutes combined and results in kids getting home later from practice. This "want" has crossed over to a need.

2.1. Cheryl Borhart - Code of Conduct in handbook

Cheryl Borhart addressed the board as a concerned parent. She expressed concerns about what she believes are bullying issues concerning students in 4th through 6th grades and student sexual misconduct. She made the following suggestions: address these issues in the handbook, email parents to see if anyone else has similar concerns, and to obtain a male resource officer who would be more intimidating. President O'Daniel responded that as a board they will review the policies and decide what is best for the District.

3. CURRICULUM/INSTRUCTION REPORTS

3.1. Social Studies Report

Barry Jurgensen presented the social studies department written report. Highlights included multi-cultural aspect, data samples of test results, middle school history data, addressing students who are not meeting expectations and special and future projects.

3.2. Report on Student Performance

Nichole Fairhead presented a written report on student performance and reviewed 16-17 summative assessment data. Highlights included review of ACT, NeSa, and ELA test scores.

Arlington scored above the state average in every category except one grade level. All fifth grade levels across the state tend to see a dip in scores according to Superintendent Johnson. Student performance goals will be reviewed at the board retreat.

4. PRINCIPALS' REPORTS

4.1. Mr. Pfingsten's Report

Mr. Pfingsten summarized his written report. METRO is adding a new program to support high school industrial technology programs. The program is at no cost to the school due to a grant METRO received. Career coordinators will be available to the district as a resource to classrooms/teachers on job related topics in service trade areas.

4.2. Mrs. Morgan's Report

Mrs. Morgan presented her written report. Highlights included testing that is taking place, K-3 winter concert, preschool program, and cards second graders made to go to vets.

4.3. Mr. Shada's Report

Mr. Shada presented his written report. Highlights included student participation in winter sports, sportsmanship leadership conference, and fall wrap up.

5. SUPERINTENDENT'S REPORT

5.1. Holiday Celebration

Board is invited to attend staff holiday celebrations on December 13th and 20th.

5.2. February Board Retreat

Board selected January 31st for the board retreat. Mrs. Johnson will make the reservation at the Fremont Golf Club at 6:00 p.m.

5.3. Update on Staffing

See consent agenda for staff updates.

5.4. Community Engagement

Areas discussed will post on the website with a link to a survey. Survey will be open for a week. Notifications and survey will also be available on Facebook, [Arlington Citizen](#), school-wide e-mail and possibly post cards. Superintendent Johnson will check on cost of post cards and inform the board prior to sending those out.

6. COMMITTEE AND REPRESENTATIVE REPORTS

6.1. Negotiations Committee

Negotiations are ongoing.

7. UNFINISHED BUSINESS

7.1. Discuss, Consider and Take Necessary Action to amend policies 9200 Formulation, Adoption and Amendment of Policies and 9310 Advance Notice of Meeting Materials.

No changes were made to policy 9310.

Motion to amend policy 9200 as presented passed with a motion by Jessica Scheer and a second by Teri O'Flaherty.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

8. NEW BUSINESS

8.1. Discuss, Consider, and Review the 2016-2017 Annual Audit.

Ric Ortmeier arrived after the consent agenda at 8:12 p.m. Audit was received from auditor without noted change.

8.2. Discuss and Consider the 2016-2017 Annual Community Report.

Format for the Annual Community Report is new and improved. Information was reviewed.

8.3. Discuss, Consider and Take Necessary Action to adopt a resolution to enter into a lease agreement for computers with the Lease Finance Group.

The board supports this document for presentation to the public. This will essentially allow us to put a laptop cart in every core classroom in middle and high school like we have in the elementary school. All students would now have access to computers in every class.

Motion to adopt the resolution to enter into a computer lease agreement with Lease Finance Group as presented passed with a motion by Teri O'Flaherty and a second by Shanon Willmott.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

9. CONSENT AGENDA

Motion to approve the consent agenda as presented passed with a motion by Jessica Scheer and a second by Bruce Scheer.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

9.1. Minutes of the Previous Board Meeting(s): November 13, 2017 Regular Meeting Minutes and December 7, 2017 Community Engagement Workshop

9.2. Monthly Financial Reports

9.3. Claims (Check Register)

9.4. Special Fund Transfers

9.5. Hot Lunch Report

9.6. Activity Report

9.7. Accept the resignation of Chanel Werth as elementary paraprofessional.

9.8. Hire Faye Arthur as an elementary special education paraprofessional.

10. EXECUTIVE SESSION

Short break at 8:25 p.m. and entered executive session at 8:32 p.m.

10.1. Discuss and Consider the performance evaluation of the superintendent.

Motion to enter into closed session on the first of two items to discuss the superintendent evaluation and to prevent needless injury to the reputation of an individual, with the understanding that the individual has not requested this to be public, passed with a motion by Teri O'Flaherty and a second by Jessica Scheer.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

10.2. Discuss and consider negotiations of superintendent contract and the negotiated teacher master agreement contract.

Motion to enter executive session to discuss negotiation of superintendent contract and the negotiation of the teacher master agreement contract to protect the public interest passed with a motion by Teri O'Flaherty and a second by Jessica Scheer.

Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Jessica Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

Motion to exit executive session and move back into open session at 10:44 p.m. This motion, made by Shanon Willmott and seconded by Teri O'Flaherty, passed on a 6-0 roll call vote.

11. ACTION ON EXECUTIVE SESSION ITEMS

Board exited executive session at 10:44 p.m.

11.1. Discuss Superintendent Evaluation

The board presented the evaluation to Superintendent Johnson and discussed the various categories. In addition to category ratings, they explained the comments which included both recognition and opportunities.

The instrument contains seven categories with a 5 point scale (1- Unsatisfactory; 2-Need Improvement; 3-Satisfactory; 4-Above Average; 5-Outstanding) and the rating in these categories are as such:

Relationship with board of education: 3.67

Leadership: 3.76

Business and Financial Management: 3.65

Educational Programming and Planning: 3.77

Personnel: 3.74

Community Relations: 3.79

Personal Traits: 3.62

12. ADJOURNMENT

There being no further business meeting was adjourned at 11:14 p.m.

Matt O'Daniel, Board President

Lynn Johnson, Board Secretary

Date

Date

BUDGET MONITORING 2017-2018

Comparison of receipts and disbursements between 2016-2017 and 2017-2018 reveals the following.

Receipts	2016-2017	2017-2018
September	1,902,860.95 (Levy 1.103582(Gen. Fd. .950034/	2,065,094.42 (Levy 1.062981(Gen. Fd. .950892/
October	298,682.47 Bond 0.076616/QCPPUF .051680/	374,807.35 Bond 0.065691/QCPPUF .046398)
November	169,750.93 Special Bld. .025252)	255,213.52
December	192,216.89	196,542.06
January		
February		
March		
April		
May		
June		
July		
August		
RECEIPTS TO DATE	2,563,511.24	2,891,657.35

Disbursements	2016-2017	2017-2018
September	571,223.06	580,898.73
October	575,720.26	637,800.24
November	601,164.90	599,653.50
December	583,279.63	558,332.24
January		
February		
March		
April		
May		
June		
July		
August		
DISBURSEMENT TO DATE	2,331,387.85	2,376,684.71

BUDGET		
Gen. Minus SpEd/Grants	7,614,127	7,711,030 24.16% Expended
General SpEd	927,483	1,014,574 27.35% Expended
Gen. SpEd Transportation	28,511	28,512 3.75% Expended
General Grants	256,878	259,627 35.19% Expended
Sub Total	8,826,999	9,013,743
Total Lunch Fund Expend.	408,107	410,400 32.23% Expended
Total	9,235,106	9,424,143

PERCENTAGE OF TOTAL BUDGET		
EXPENDED TO DATE	25.24%	25.22%

DECEMBER 2017 MONTHLY SUMMARY REPORT

SITE	BUDGET	MTD	YTD	BUDGET BALANCE	% SPENT
100 ELEMENTARY					
1110 REGULAR INSTRUCTION	\$1,399,820.00	106,461.70	446,457.76	\$953,362.24	31.89%
1210 SPECIAL EDUCATION	\$685,954.00	52,876.83	202,182.04	\$483,771.96	29.47%
1290 PRE-SCHOOL	\$10,818.00	234.05	1,056.48	\$9,761.52	9.77%
2120 GUIDANCE	\$82,922.00	5,352.07	21,935.60	\$60,986.40	26.45%
2210 STAFF DEVELOPMENT	\$14,100.00	0.00	741.37	\$13,358.63	5.26%
2212 CURRICULUM	\$21,885.00	1,365.90	5,766.18	\$16,118.82	26.35%
2220 LIBRARY SERVICES	\$72,223.00	5,858.87	25,883.07	\$46,339.93	35.84%
2410 PRINCIPAL	\$162,089.00	10,610.97	44,215.22	\$117,873.78	27.28%
2760 SPECIAL ED TRANSPORTATION	\$12,302.00	186.66	506.69	\$11,795.31	4.12%
TOTAL ELEMENTARY	\$2,462,113.00	182,947.05	748,744.41	\$1,713,368.59	30.41%
SECONDARY					
1110 REGULAR INSTRUCTION	\$2,321,492.00	170,115.63	694,011.46	\$1,627,480.54	29.90%
1210 SPECIAL EDUCATION	\$328,620.00	19,091.62	75,324.33	\$253,295.67	22.92%
2120 GUIDANCE	\$117,294.00	9,080.45	39,422.76	\$77,871.24	33.61%
2210 STAFF DEVELOPMENT	\$3,000.00	0.00	692.60	\$2,307.40	23.09%
2212 CURRICULUM	\$28,971.00	1,365.90	5,766.18	\$23,204.82	19.90%
2220 LIBRARY SERVICES	\$50,063.00	3,835.14	16,065.12	\$33,997.88	32.09%
2410 PRINCIPAL	\$309,562.00	21,143.08	87,086.81	\$222,475.19	28.13%
2760 SPECIAL ED TRANSPORTATION	\$7,000.00	0.00	0.00	\$7,000.00	0.00%
TOTAL SECONDARY	\$3,166,002.00	224,631.82	918,369.26	\$2,247,632.74	29.01%
300 DISTRICT WIDE					
1111 TECHNOLOGY	\$188,716.00	8,838.50	53,740.37	\$134,975.63	28.48%
1160 POVERTY PLAN/LEP	\$45,378.00	4,658.86	17,030.16	\$28,347.84	37.53%
2130 HEALTH SERVICES	\$58,911.00	5,951.22	24,205.05	\$34,705.95	41.09%
2150 SAFETY & SECURITY	\$6,000.00	77.40	3,433.17	\$2,566.83	57.22%
2310 BOARD OF EDUCATION	\$34,600.00	6,090.00	8,236.44	\$26,363.56	23.80%
2320 SUPERINTENDENT	\$325,516.00	20,956.02	88,104.89	\$237,411.11	27.07%
2330 LEGAL	\$25,342.00	550.00	2,334.00	\$23,008.00	9.21%
2510 GENERAL BUSINESS SUPPORT	\$36,797.00	931.15	6,825.44	\$29,971.56	18.55%
2520 OTHER VEHICLES	\$46,108.00	358.81	4,450.34	\$41,657.66	9.65%
2610 OPERATION OF PLANT	\$603,045.00	37,759.54	153,833.43	\$449,211.57	25.51%
2620 MAINTENANCE	\$1,397,084.00	1,416.76	31,230.26	\$1,365,853.74	2.24%
2750 REGULAR TRANSPORTATION	\$321,294.00	16,016.76	70,549.99	\$250,744.01	21.96%
TOTAL DISTRICT WIDE	\$3,088,791.00	103,605.02	463,973.54	\$2,624,817.46	15.02%
300 GRANTS DISTRICT WIDE					
3121/3504/3500 STATE PROGRAMS	\$14,682.00	572.04	2,659.32	\$12,022.68	18.11%
4200 TITLE I/III/ACCTOUNTABILITY	\$70,600.00	5,661.39	22,731.26	\$47,868.74	32.20%
2765 Preschool Transportation	\$9,210.00	26.70	561.80	\$8,648.20	6.10%
4402/04-06-12-10 IDEA GRANT	\$145,196.00	10,431.32	38,990.65	\$106,205.35	26.85%
4990/4992 KICKS/PERKINS/ED/WALK/CORP/REA	\$29,149.00	5,739.04	26,971.11	\$2,177.89	92.53%
5000 Transfer	\$10,000.00	0.00	10,000.00	\$0.00	100.00%
6000 Sumnmer School	\$18,000.00	0.00	0.00	\$18,000.00	
TOTAL GRANTS DISTRICT WIDE	\$296,837.00	22,430.49	101,914.14	\$194,922.86	34.33%
GENERAL FUND TOTAL	\$9,013,743.00	\$533,614.38	\$2,233,001.35	\$6,780,741.65	24.77%
400 HOT LUNCH					
TOTAL BUDGET	\$410,400.00	\$28,159.44	\$132,251.70	\$278,148.30	32.23%

MONTHLY GENERAL FUND BANK RECONCILIATION
12/31/2017

BALANCE AS OF 11/30/2017		\$3,263,405.77
UNIT MADE AND ELECTRONIC DEPOSITS	State Aid	\$89,526.00
Receipts:		
Wash Co. Taxes	\$48,572.01	
Dodge Co. Taxes	\$2,291.14	
Douglas Co. Taxes	\$2,617.12	
Douglas Co Fines	\$54.03	
Preschool Tuition	\$2,335.00	
Village of Arlington	\$20.00	
PERKINS	\$558.23	
Sped School-Age	\$50,210.00	
	Receipts	\$196,183.53
Non-Program Receipts		
Hot Lunch Transfer	\$0.00	Total transf \$0.00
MONTHLY INTEREST		
Sweep interest	\$357.33	
Bank checking	\$1.20	
	Total Interest	\$358.53
TOTAL MONTHLY RECEIPTS		\$196,542.06
MONTHLY DISBURSEMENTS		
Accounts Payable	\$101,613.67	
Fica Taxes EFT	\$98,051.15	
Payroll	\$273,112.91	
State Taxes EFT	\$13,800.12	
Retirement	\$71,754.39	
	Total Disbursements	\$558,332.24
		\$0.00
ENDING BANK BALANCE 12-31-2017 (Sweep account bal & GF account bal)		\$2,901,615.59
CD Balance		\$0.00
Total to account for		\$2,901,615.59

MONTHLY SPECIAL BUILDING FUND RECONCILIATION

12/31/2017

Balance as of 11/30/2017			\$477,540.13
DEPOSITS			
Property Taxes Washington Co.		\$37.17	
Property Taxes Douglas Co		\$0.00	
Property taxes Dodge Co		\$0.00	
		Total receipts	\$37.17
RECEIPTS			
Account interest		\$48.21	
		Total Interest	\$48.21
			\$0.00
TOTAL MONTHLY RECEIPTS			\$85.38
DISBURSEMENTS			
		Total Disburse	\$0.00
ENDING BUILDING BALANCE			\$477,625.51

MONTHLY DEPRECIATION FUND RECONCILIATION

12/31/2017

Balance as of 11/30/2017			\$1,440,268.47
MONTHLY INTEREST			
ACCOUNT INTEREST		\$93.21	
		Total Interest	\$93.21
TOTAL MONTHLY RECEIPTS			\$0.00
			\$0.00
MONTHLY DISBURSEMENTS			
Fremont Electric	Energy Switch	\$1,937.50	
		Total Disburse	\$1,937.50
ENDING DEPRECIATION BALANCE			\$1,438,424.18

2007 BOND FUND RECONCILIATION

12/31/2017

Balance as of 11/30/2017			\$496,112.91
MONTHLY INTEREST			
ACCOUNT INTEREST		\$19.28	
		Total Interest	\$19.28
TOTAL MONTHLY RECEIPTS			\$19.28
Bond Money Wash Co.		\$1,636.82	
Bond Money Douglas Co.		\$244.91	
Bond Money Dodge Co.		\$0.00	
		Total receipts	\$1,901.01
MONTHLY DISBURSEMENTS			
Union Bank	Bond Payment	\$295,726.25	
		Total Disburse	\$295,726.25
ENDING BOND BALANCE			\$202,287.67

EMPLOYEE BENEFIT FUND

12/31/2017

Balance as of 11/30/2017				\$71,666.29
TOTAL MONTHLY RECEIPTS				
General Fund Transfer			\$0.00	
MONTHLY DISBURSEMENTS				
BCBS	Insurance		\$8,546.80	
			Total Disburse	\$8,546.80
			\$0.00	
ENDING BENEFIT BALANCE				\$63,119.49

CONSTRUCTION/QCPUF

12/31/2017

Balance as of 11/30/2017				\$250,422.09
MONTHLY INTEREST				
			\$96.42	
			Total Receipts	\$96.42
MONTHLY DISBURSEMENTS				
Getzchman	HVAC Paymen		\$98,684.16	
			Total Disburse	\$98,684.16
ENDING CONSTRUCTION BALANCE				\$151,834.35

QPUF BOND FUND RECONCILIATION

12/31/2017

Balance as of 11/30/2017				\$321,540.26
MONTHLY INTEREST				
ACCOUNT INTEREST			\$64.29	
			Total Interest	\$64.29
TOTAL MONTHLY RECEIPTS				\$64.29
Bond Money Wash Co.			\$1,152.49	
Bond Money Douglas Co.			\$172.99	
Bond Money Dodge Co.			\$0.00	
			Total receipts	\$1,389.77
MONTHLY DISBURSEMENTS				
First National Banl	Bond Payment		\$274,026.25	
			Total Disburse	\$274,026.25
ENDING BOND BALANCE				\$48,903.78

SUMMARIES OF BALANCES**SPECIAL FUNDS CHECKING ACCOUNT BALANCE****\$2,382,194.98****SUB ACCOUNTS:**

BUILDING FUND BALANCE	\$477,625.51
DEPRECIATION FUND BALANCE	\$1,438,424.18
2007 BOND FUND BALANCE	\$202,287.67
EMPLOYEE BENEFIT FUND	\$63,119.49
CONSTRUCTION/QCPUF	\$151,834.35
QPUF BOND BALANCE	\$48,903.78

CHECK REGISTER FOR JANUARY 2018 BOARD MEETING

PAYEE NAME	DESCRIPTION	AMOUNT
American Broadband	Phone Service	\$297.39
Bell Creek	Repairs	\$1,286.60
Bob Cat	Bob Cat Tractor	\$1,900.00
Cash	Postage	\$117.33
Cash-Wa	Food	\$1,979.51
Centerpoint Energy	Natural Gas	\$1,595.99
Chem-Tech	Pest Control	\$92.64
Classroom Direct	Trampoline	\$69.97
Dennis Supply	Misc Supplies	\$756.89
Earthgrains	Bread	\$428.80
Egan Supply	Batteries/Cleaners	\$8,097.08
ESU #3	Sped Services	\$2,520.00
Fastenal	Maintenance Supplies	\$73.18
Fremont Sanitation	Trash Removal	\$418.95
French, Julie	Reimbursement	\$11.04
Global Equipment	Laptop Cart	\$1,286.23
Hiland Dairy	Dairy	\$1,667.80
Hireright	Drug Test	\$29.40
Home Town Leasing	Copier Lease	\$1,723.15
Inland Truck	Repair Turn Signal	\$271.98
Jackson	Linen Cleaning	\$319.60
Knudsen Oil	Bus Gas	\$76.39
Kriz-Davis	Electrical Supplies	\$496.13
KSB School	Legal Services	\$833.00
Menards	Lumber/Misc Supplies	\$659.94
Mid-States Utility	Defrost Fluid	\$95.88
NE Food	Food	\$3,237.50
Omaha Truck	Bus Parts	\$391.93
One Source	Background Checks	\$53.50
OPPD	Electricity	\$8,602.06
Payflex	Admin Fees	\$100.00
Prarie Fields	Physicals	\$160.00
School Health	Nurse Supplies	\$518.09
School Nurse Supply	Nurse Supplies	\$319.56
Sysco	Food	\$2,531.21
Thermo King	Bus Parts	\$207.00
Thompson Co	Food	\$393.28
Two Rivers	ACH Fee	\$18.00
US Post Office	Stamps	\$147.00
Village of Arlington	License ATV/Water	\$682.68
Visa	Misc Supplies	\$1,286.87
Walmart	Misc Supplies	\$415.25
Winnelson	Plumbing Supplies	\$787.32

Total Check Registers \$46,956.12

Handpayables

Embassy Suites	Allstate Rooms	\$250.00
Hugh O'Brien	Registration Fee	\$225.00
HyVee	Food FCS Class	\$320.26
Ortmeier, Ric	Audit	\$6,015.00
Shell	Gas Vehicles	\$2,583.41
AEF	Memorial	\$25.00
Lou's	VB Jerseys	\$1,362.42
Odeys	Paint	\$88.00
US Post Office	Bulk Mail Account	\$600.00

Totals Handpayables \$11,469.09

SUMMARY OF VISA

Reading A-Z	Subscription	\$109.95
Pioneer	Long Distance	\$91.92
Amazon	Florescent Lights	\$59.82
Little Espana Tapas	Board Meals	\$184.19

Amazon	USB Cables	\$25.98
Flocabulary	Membership	\$96.00
Amazon	Technology Supplies	\$36.23
B&H Photo	Projector Screen	\$99.95
Amazon	Books Principal	\$43.75
Amazon	Radio Battery 10 Pack	\$149.99
Little Tikes	Trampoline	\$55.18
Amazon	Battery Lighting	\$59.95
Amazon	Toners	\$20.00
CDSPartsCom	KeyBoard	\$102.98
Amazon	HDMI Cables	\$53.98
Firefly	Power Supply Netbooks	\$97.00
	Total	\$1,286.87

DECEMBER 2017 PAYROLL DEDUCTIONS/RETIREMENT

	DATE	PAYEE NAME	AMOUNT	DESCRIPTION
	12/14/17	TSA/DUES/DEDUCTIONS	\$10,685.33	EMPLOYEE DEDUCTIONS
	12/14/17	MADISON NATIONAL	\$864.93	LTD/LIFE INSURANCE
	12/14/17	BLUE CROSS	25,928.88	INSURANCE
TOTAL			\$37,479.14	

Electronic Pays	\$98,051.15	Internal Revenue Service	FICA
	\$71,754.39	Nebr. Retirement System	Retirement
	\$13,800.12	Nebr. State Taxes	State

Total **\$183,605.66**

DECEMBER PAYROLL

Certified Staff	\$284,868.74
Non-Certified	\$88,159.42
Administration	\$33,754.06

Total **\$406,782.22**

SCHOOL LUNCH ACCOUNT - December 2017
January 8, 2018 Board Meeting

Cash balance as of November, 2017:	Expenditures to date thru 12/31/2017	\$132,251.70
\$99,030.49		

December Receipts:

Lunches	18,907.95
Federal Reimbursement	10,275.64
State Reimbursement	
Interest	0.92
Other	220.65
	\$ 29,405.16

TOTAL CASH: \$128,435.65

December Expenditures:

Food	14,003.22
Salaries/December	13,161.10
Other	995.12
	\$ 28,159.44

BALANCE ON HAND: \$100,276.21

Bank Balance

Checking	\$100,276.21
CD's	
TRANSFERS TO GF	\$ 132,251.70
MINUS EXPEND. FROM GF	(\$132,251.70)
TOTAL:	\$100,276.21

December 2017 Bills/January 2018 Expenditures for Approval

Cash-Wa Distributing/food	1,979.51
Chem Tech/other	23.16
Dennis Supply/other	256.61
Earthgrains/food	428.80
Fremont Sanitation/other	104.74
Julie French/food	11.04
Hiland Dairy/food	1,667.80
Jackson Services/other	319.60
Nebraska Food Distribution/food	3,237.50
Pegler Sysco/food	2,531.21
Thompson Co./food	393.28
Village of Arlington/other	100.00
	\$ 11,053.25

Bank balance does not reflect unpaid December bills presented for approval.

Working Balance 12/31/17: \$100,276.21

DECEMBER 2017 ACTIVITY BALANCE

Account	Beginning Bal	Expenditures YTD	Revenues YTD	Balance
One School One Team	4,383.38	\$15,633.30	\$12,070.00	\$820.08
Always For Kids	\$6,539.29	\$9,250.95	\$20,041.78	\$17,330.12
Art Class	\$7,778.88	\$2,088.00	\$147.00	\$5,837.88
Art Club	\$1,198.43	\$16.56	\$0.00	\$1,181.87
Athletics	\$483.91	\$41,421.48	\$47,472.12	\$6,534.55
Band	\$3,491.44	\$1,139.64	\$285.00	\$2,636.80
Band Fund Raising	\$1,558.98	\$1,341.77	\$1,005.00	\$1,222.21
Baylor/ACT	\$4,429.09	\$192.00	\$667.00	\$4,904.09
Book Club	\$271.46	\$195.91	\$195.00	\$270.55
Cheerleading	\$2,648.33	\$4,438.86	\$5,769.65	\$3,979.12
Class of 2016	\$249.89	\$200.00	\$0.00	\$49.89
Class of 2017	\$79.86	\$0.00	\$0.00	\$79.86
Class of 2018	\$2,751.34	\$0.00	\$0.00	\$2,751.34
Class of 2019	\$4,614.37	\$0.00	\$210.00	\$4,824.37
Class of 2020	\$2,759.50	\$286.00	\$1,887.86	\$4,361.36
Class of 2021	\$1,295.18	\$0.00	\$976.79	\$2,271.97
Class of 2022	\$0.00	\$0.00	\$635.08	\$635.08
SKILLS	\$511.85	\$0.00	\$395.00	\$906.85
Library Fund Elem/HS	\$5,919.04	\$3,412.35	\$1,907.15	\$4,413.84
Concessions	\$5,234.91	\$15,211.30	\$12,862.45	\$2,886.06
Dance Squad	-\$446.51	\$377.75	\$1,432.90	\$608.64
Drama	\$311.91	\$668.09	\$598.98	\$242.80
Elem Lounge	\$1,219.66	\$97.58	\$0.00	\$1,122.08
FBLA	\$8,045.50	\$9,863.33	\$13,303.09	\$11,485.26
FFA	\$6,247.05	\$4,680.32	\$9,550.74	\$11,117.47
Floor Fund	\$427.95	\$0.00	\$0.00	\$427.95
General	\$3,335.46	\$706.09	\$757.13	\$3,386.50
Family Consumer	\$3,306.84	\$329.39	\$320.00	\$3,297.45
Honors History	\$719.46	\$99.00	\$687.70	\$1,308.16
Honor Society	-\$262.47	\$171.90	\$812.94	\$378.57
Interest	\$914.68	\$0.00	\$4.69	\$919.37
JH Student Council	\$4,637.86	\$1,520.22	\$577.16	\$3,694.80
Middle School STEM	\$638.62	\$0.00	\$0.00	\$638.62
Metal ShopWood Shop	\$1,895.26	\$1,758.53	\$340.00	\$476.73
Metro	\$42,453.39	\$927.50	\$0.00	\$41,525.89
Quiz Bowl	\$1,389.64	\$0.00	\$0.00	\$1,389.64
Secondary Lounge	\$1,629.19	\$93.93	\$0.00	\$1,535.26
Soaring to Excellence	\$0.00	\$0.00	\$0.00	\$0.00
Spanish Club	\$181.94	\$0.00	\$0.00	\$181.94
Speech	\$1,416.66	\$150.00	\$1,410.61	\$2,677.27
Spring Musical	\$8,852.57	\$3,363.49	\$793.00	\$6,282.08
Student Council	\$3,848.74	\$1,366.54	\$3,534.05	\$6,016.25
Student Vending	\$2,414.11	\$302.07	\$113.87	\$2,225.91
Swing Choir	\$5,543.64	\$4,905.98	\$868.30	\$1,505.96
Transition	\$1,613.51	\$0.00	\$0.00	\$1,613.51
Yearbook	\$10,350.84	\$9,653.17	\$2,880.00	\$3,577.67
Pepsi	\$5,511.24	\$2,881.22	\$199.74	\$2,829.76
CAMPS				
BB Camp Fundraiser	\$4,127.23	\$1,194.50	\$3,370.00	\$6,302.73
GBB Camp Fundraiser	\$2,311.74	\$1,686.54	\$1,900.00	\$2,525.20
VB Camp Fundraiser	\$7,265.38	\$1,036.06	\$1,726.98	\$7,956.30
FB Fund (Camps)	\$8,756.28	\$3,591.95	\$954.05	\$6,118.38
CC Fundraiser	\$3,558.94	\$2,673.08	\$1,497.50	\$2,383.36
SB Fundraiser	\$4,407.59	\$5,643.60	\$3,067.12	\$1,831.11
Wrestling Fund	\$2,661.95	\$894.45	\$2,648.91	\$4,416.41
Boys Golf	\$1,206.02	\$64.99	\$900.00	\$2,041.03
Girls Golf	\$1,154.84	\$332.59	\$2,610.00	\$3,432.25
Track Fund	\$235.38	\$0.00	\$900.00	\$1,135.38
Baseball Fund	\$4,561.90	\$1,186.49	\$1,576.65	\$4,952.06
Totals	\$212,643.12	\$157,048.47	\$165,862.99	\$221,457.64
Cd Balance	\$84,293.87			
Checking Balance	\$137,163.77			
Savings Balance	\$219.46			