

Board of Education Regular Meeting

Monday, July 9, 2018 7:00 PM Central

HS CONFERENCE ROOM

705 N 9th Street  
Arlington, NE 68002

John Neary: Present

Matt O'Daniel: Present

Bruce Scheer: Present

Jessi Scheer: Absent

Luanne Sundberg: Present

Shanon Willmott: Present

Present: 5, Absent: 1.

1. OPENING PROCEDURES

1.1. Call Meeting to Order

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

1.2. Roll Call

Move to approve the absence of Jessica Scheer Passed with a motion by Bruce Scheer and a second by Matt O'Daniel.

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

Board Members Present: Matt O'Daniel, Bruce Scheer, Luanne Sundberg, Shanon

Willmott. Also present were Superintendent Lynn Johnson, and Cheryl Keeler, recording secretary. Jessica Scheer was absent and the absence was excused.

1.3. Pledge of Allegiance

1.4. Discuss, Consider and Take Necessary Action to accept the resignation of Teri O'Flaherty as board of education member effective immediately.

Move to accept the resignation of Teri O'Flaherty as board of education member effective immediately Passed with a motion by Matt O'Daniel and a second by Shanon Willmott.

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

- 1.5. Discuss, Consider and Take Action to appoint new board member.  
Move to appoint John Neary as a member of the board of education to fill the position vacated due to the resignation of Teri O'Flaherty; said appointment is effective immediately and shall continue for the remainder of the unexpired term. Passed with a motion by Luanne Sundberg and a second by Shanon Willmott.  
Matt O'Daniel: Yea, Bruce Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea
- 1.6. Administer and Collect Oath of Office  
John Neary signed the oath of office and was seated on the Board.
- 1.7. Approval of Regular Meeting Agenda  
Motion to approve the regular meeting agenda as presented Passed with a motion by Matt O'Daniel and a second by Bruce Scheer.  
John Neary: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea
2. WELCOME TO GUESTS AND PUBLIC FORUM  
Merrit Gilmore addressed the board. She would like to see an area designated for wrestling and wanted to make sure it was communicated to the public that this area can be used by other groups such as cheerleaders and for PE classes for tumbling, cartwheels and somersaults. She asked the board to move toward that goal even if it is a 5 or 10 year plan.
3. SUPERINTENDENT'S REPORT
  - 3.1. Update on Staffing  
Superintendent Johnson updated the Board on staffing. Alexandria Kolpin Gill as kindergarten teacher and Jenny Hansen as business manager. New hires will be approved in the consent agenda. Farrah Buckley will change from part-time to a full -time bus route.
  - 3.2. Budget Workshop for Patrons  
The Board agreed there should be a public presentation of the budget to patrons. The August Board meeting will have a 10 to 15 minute presentation of the budget for patrons with public comments allowed following the presentation.
  - 3.3. Welcome Back on Thursday, August 9, 2018  
Board members are invited to attend the 'Welcome Back' for staff.
4. COMMITTEE AND REPRESENTATIVE REPORTS  
No report
  - 4.1. Americanism/Education Evaluation  
No report
  - 4.2. Buildings and Grounds Committee  
No report.
  - 4.3. Finance Committee  
No report. John Neary will fill the position vacated by Terri O'Flaherty. Finance committee will consist of Neary, O'Daniel, and Willmott.
  - 4.4. Negotiations Committee  
No report.

#### 4.5. Professional Development Sharing

Lynn Johnson shared updates with the board and requested to schedule our annual beginning of the year meeting with St. Paul's Lutheran representatives.

### 5. UNFINISHED BUSINESS

#### 5.1. Discuss and Consider Policy on Residency.

Move to adopt 5005 admission, contracting and residency policy as amended by striking the rental agreement document option Passed with a motion by Matt O'Daniel and a second by Shanon Willmott.

John Neary: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

Proof of Residency A presented to the Board had several options of documentation that could be presented to show residency. It was decided the rental agreement should not be listed.

#### 5.2. Discuss and Consider information from Facility Planning Meeting and determine potential next steps.

Board discussed history of how we got where we are in the facility planning process that was moved to a priority position based upon concerns from parents regarding wrestling space. This discussion included noting that the purpose of the facility planning process was to gain feedback from patrons to help identify the priorities of the district as these priorities would drive facility needs. It was also discussed that that all board members had previously expressed that the current physical education/weights and music programming spaces needed to be maintained rather than reconfigured to create a designated wrestling room. The priority needs identified as a result of the facility planning meeting on June 10 and summarized by facilitator, Dr. Larry Dlugosh, were reviewed. The board plans to schedule a retreat to spend time identifying the priorities and create more definite plans. The board decided not to use a facilitator for this next retreat but to possibly pull the facilitator back in later. Lynn Johnson will begin e-mail inquiries with the board as to what time and date works best for a planned retreat.

#### 5.3. Discuss, Consider and Take Action to approve quote for casework in elementary classroom.

Motion to approve the purchase of casework for one classroom in the amount of \$16,000 from Cartwright Construction as presented Passed with a motion by Bruce Scheer and a second by Matt O'Daniel.

John Neary: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

Due to the addition of a third kindergarten classroom casework needs to be added to the existing space.

### 6. NEW BUSINESS

#### 6.1. Discuss, Consider and Take Necessary Action to approve the interlocal agreement with Fort Calhoun to share school psychologist services.

Motion to approve the interlocal agreement with Fort Calhoun to share school psychologist services as presented Passed with a motion by Matt O'Daniel and a second by Shanon Willmott.

John Neary: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

It is recommended we continue this contract. This is the fourth year we've done this.

- 6.2. Discuss, Consider and Take Necessary Action to pass a resolution which authorizes the district to enter into an interlocal agreement to share occupational therapist services with Fort Calhoun and Blair.

Motion to approve the resolution which authorizes the district to enter into an interlocal agreement to share occupational therapist services with Fort Calhoun and Blair as presented Passed with a motion by Matt O'Daniel and a second by John Neary.

John Neary: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

The contract will save the school money and the services will be provided by a person who is familiar with our students and whose services we value.

- 6.3. Discuss, Consider and Take Necessary Action to approve 2018-2019 student breakfast and lunch prices.

Motion to approve the following prices for the 2018-2019 school year: Breakfast \$1.40 for Elementary/Middle School/Senior High Students. Lunch \$2.25 for Elementary Students and \$2.50 for Middle School/Senior High Students. Passed with a motion by John Neary and a second by Shanon Willmott.

John Neary: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

It is recommended to increase our prices minimally to stay close to the federally required minimum. We are exempt from the requirement at this time but that could always change. In addition, we have been very conservative with our lunch prices and the increases.

- 6.4. Discuss and Consider the 2017-2018 Annual Transportation Report.

Expenses are down this year compared to last year because we had a lot less repair issues, which will decrease costs of the shuttle bus agreement with St. Paul's. Luanne Sundberg requested an update on the bus cameras. Bruce Scheer shared that the B&G committee had discussed that cameras will be placed on new buses as they are replacing old buses.

- 6.5. Discuss, Consider and Take Necessary Action to approve the 2018-2019 shuttle bus agreement with St. Paul's Lutheran School.

Move to approve the 2018-2019 shuttle bus agreement with St. Paul's Lutheran School at a cost of \$1.10 per mile and according to all other terms set forth in the agreement Passed with a motion by Luanne Sundberg and a second by Bruce Scheer.

John Neary: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

- 6.6. Discuss and Consider the following revised policies: Policy 3131 Procurement Plan - School Food Authorities; Policy 3570 ESSA; Policy 4003 Anti-discrimination, Anti-harassment, and Anti-retaliation; Policy 5101 Student Discipline; Policy 5401 Anti-discrimination, Anti-harassment, and Anti-retaliation; Policy 5402 Child Abuse and Neglect; Policy 5406 Search and Seizures; Homeless Policy 5418 HEP Form; Policy 6212 Assessments-Academic Content Standards; Policy 6213 Reading Instruction and Improvement; Policy 6410 Title I Parental and Family Engagement; Policy 8231 Coffee Act Policy.

Lawyer is recommending these policy changes or additions.

- 6.7. Discuss and Consider adoption of Policy 1102 Recording of Others.

This policy will be added to the student handbook.

## 7. CONSENT AGENDA

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

John Neary: Yea, Matt O'Daniel: Yea, Bruce Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

7.1. Minutes of the Previous Board Meeting(s): June 10, 2018 Board of Education Workshop and June 11, 2018 Board of Education Regular Meeting.

7.2. Monthly Financial Reports

7.3. Claims (Check Register)

7.4. Special Fund Transfers

7.5. Hot Lunch Report

7.6. Activity Report

7.7. Hire Alexandria Kolpin Gill as kindergarten teacher for the 2018-2019 school year.

7.8. Hire Jenny Hansen as business manager.

## 8. EXECUTIVE SESSION

## 9. ACTION ON EXECUTIVE SESSION ITEMS

## 10. ADJOURNMENT

President Matt O'Daniel adjourned the meeting at 8:29 p.m

**ARLINGTON PUBLIC SCHOOLS'**  
**OFFICIAL OATH OF OFFICE**

**STATE OF NEBRASKA            )**  
  **) SS.**  
**COUNTY OF WASHINGTON    )**

I, \_\_\_\_\_, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the school board of Washington County School District 89-0024, a/k/a Arlington Public Schools, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## NASB Monthly Update for Board Meetings

Agenda Item: JULY 2018

### “NASB Update”

June kicked off with the annual NASB member golf outing followed by the School Law Seminar put on by school attorneys across Nebraska. Both events were held in Kearney, and again had great attendance.

June also saw the launch of a new NASB Membership portal. To make sure your data is as accurate as possible, please log into the system from the NASB homepage ([NASBOnline.org](http://NASBOnline.org)) and verify that all your contact information is as it should be. Please note, your username and password will have changed, and you should have received an email with your new username and password. If you have any questions, please feel free to call or contact NASB.

NASB welcomed a new staff member in former State Senator Colby Coash as Associate Executive Director and Director of Government Relations. Colby's primary responsibilities will be to lead all government relations initiatives for the association, and work with the NASB Legislation Committee year-round to engage board members in our legislative agenda. Colby's experience within the Capitol will also be extremely beneficial as we continually work to develop and maintain a strong relationship with all of our state and federal elected officials.

July is packed with meetings, events and learning opportunities as well.

First off, thank you to those board who submitted proposals for legislative resolutions and standing positions to be considered by the NASB Legislation Committee at our meeting on July 21.

NASB will be in five locations across the state hosting Candidate Forums, designed to inform individuals who have filed for candidacy of their role as a board member. We encourage Superintendents and sitting board members to attend with candidates to show support and receive training. There is no fee to attend, and forums will run from 6:30-8:30 PM in Auburn, Scottsbluff, Kearney, Wayne and La Vista.

We will be facilitating four NAEP Workshops in Gering, Kearney, Lincoln and Norfolk. These daylong workshops are geared towards Administrative Assistants, Secretaries, Bookkeepers and Business Managers.

To learn more and register for any of the above, visit [www.NASBOnline.org](http://www.NASBOnline.org)

NASB is now gearing up for a busy Fall as well, planning our 9 Area Membership Meetings, an Early Childhood Conference with the Buffet Institute, the annual Sparq Data tailgate, and of course the 100<sup>th</sup> Annual State Education Conference in November.

Stay engaged online at [www.NASBOnline.org](http://www.NASBOnline.org) and follow NASB on twitter at [www.twitter.com/NASBOnline](https://www.twitter.com/NASBOnline) using the hashtag #liveNASB - Thanks for all you do for your board, your community and the entire state by serving public education in Nebraska.

1918

# 100

2018

Nebraska Association of  
SCHOOL BOARDS

# BOARD QUICKS



A monthly e-update from the Nebraska Association of School Boards

JULY 2018

Calling ALL School Board Members: Check your inbox for the current, and all past 1WQ - One Weekly Question - on school funding! We appreciate all of the feedback as we prepare for our Legislation Committee Meeting later this month!

## Candidate Forums

NEXT WEEK!

July 9 | Auburn    July 10 | Scottsbluff    July 12 | Kearney    July 23 | Wayne    July 26 | La Vista

## NAEP Annual Workshops - Gaining a Fresh Perspective

NEXT WEEK!

July 11 | Gering    July 12 | Kearney    July 17 | Lincoln    July 19 | Norfolk

Nominate the 2018 School Board Member of the Year now at [www.NASBonline.org](http://www.NASBonline.org)

## NASB Orientation | July 18

Nominate the 2019 Nebraska Teacher of the Year now at [www.NASBonline.org](http://www.NASBonline.org)

## Area Membership Meetings | Vision: Engaged

REG NOW!

August 27 | Valentine    August 28 | Gering    August 29 | Kearney  
September 12 | Nebraska City    September 19 | York    September 26 | North Platte  
October 3 | Norfolk    October 10 | Omaha    October 17 | Fremont

## Labor Relations Conference | September 5-6 | Lincoln

## Buffett Early Childhood Conference | September 17 | Kearney

## General Election | November 6

## 100th Annual State Education Conference | November 14-16 | La Vista

## New Board Member Workshops

November 27 | Gering    November 28 | North Platte    November 29 | Grand Island  
December 4 | Norfolk    December 5 | La Vista

Board Presidents: Check your inbox each month for the monthly 'NASB Update' to include in your meeting agenda. Please contact [mbelka@NASBonline.org](mailto:mbelka@NASBonline.org) with any questions.

LEADERSHIP

INNOVATION

VISION

ENGAGEMENT

# Arlington Public Schools

## Proof of Residency – A

Student Name \_\_\_\_\_

I certify that I, parent and/or guardian of \_\_\_\_\_  
am a resident of the Arlington Public School District.

Residing at \_\_\_\_\_

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Printed Name: \_\_\_\_\_  
Parent/Legal Guardian

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Parent/Legal Guardian

Date: \_\_\_\_\_

Proof of residency must include three of the documents below. As least one of the documents submitted must be marked with a “ \* ”.

\_\_\_\_\_ \*Purchase Agreement/Deed with name and Arlington School District address

\_\_\_\_\_ \*Car Documentation (Title, Driver’s License. or Proof of Insurance with name and Arlington School District address).

\_\_\_\_\_ \*Tax Receipt or statement with name and Arlington School District address

\_\_\_\_\_ \*Utility Bill with name and service with an Arlington School District address

\_\_\_\_\_ Rental Agreement with name and Arlington School District address

\_\_\_\_\_ Proof of Employment (either three paystubs or signed letter from Supervisor)

\_\_\_\_\_ Bank Statement with name and Arlington School District address

# Arlington Public Schools Proof of Residency – B

Student Name \_\_\_\_\_

I, \_\_\_\_\_ being the lease/mortgage holder of the residence at

\_\_\_\_\_

do hereby avow that \_\_\_\_\_  
Lessee

is living with me at the above address for an extended period of time.

\_\_\_\_\_  
Printed name of Lease/Mortgage holder

\_\_\_\_\_  
Printed Name of parent/guardian

\_\_\_\_\_  
Signature of Lease/Mortgage holder

\_\_\_\_\_  
Signature of parent/guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF NEBRASKA  
COUNTY OF WASHINGTON

Subscribed and Sworn to before me, a notary public, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

####

## **Resident Students**

Students who are residents of the school district will attend the district schools without paying tuition.

A student is a resident of the school district if he or she resides in the school district, or if at least one of the student's parents reside in the school district.

Students whose residency in the district ceases during a school year may be permitted to continue attending school for the remainder of the school year.

In cases of disputed residency, the Superintendent will decide each case involving the determination of residence of a student upon its individual merits. The burden of proof to supply the necessary documents to demonstrate legal residence shall rest with the person claiming legal residence in the district. At the request of the Superintendent, parents will submit form "Proof of Residency - A" to the district, with the required supporting documentation.

Any student who is unable to provide proof of residency by providing the required documentation listed in "Proof of Residency - A", will submit form "Proof of Residency - B" with the required co-signatures and notarization. Any such student will also be subject to residency checks by the district. A residency check is a visit to the provided address by district staff to ensure that the student and/or the student's parent(s) are residing in the address provided. Students who repeatedly fail residency checks will be deemed to be improperly enrolled.

### **Improper Enrollment:**

If a student is improperly enrolled in the district, the district in its sole discretion may:

1. Exclude the student from the schools of the district: or
2. Permit the nonresident student to remain enrolled in the district as a nonresident student provided the student files appropriate option paperwork or other legal documents entitling him/her to attend the district.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

StudentsStudent Residence, Admission and Contracting for Educational Services

Students shall be admitted to the School District, upon request and without charge, who are:

1. A resident of the School District for purposes of school enrollment. A student is a resident of the School District if the student resides in the School District or at least one of the student's parents resides in the School District.
2. A homeless student. The following definition shall be used to determine which students fit this category:

A homeless individual is one who (1) lacks a fixed, regular, and adequate nighttime residence and (2) has a primary nighttime residence in a supervised publicly or privately operated shelter designed to provide for temporary accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an Act of Congress or State law.

3. Approved for option enrollment into the School District.

Students may be admitted to the School District, or continue in enrollment, where:

1. The student is not a resident of the School District and is a resident of Nebraska. Such enrollment shall be pursuant to a contract between the Boards of Education of the School District and the school district in which the student is a resident and upon the collection of tuition pursuant to such contract. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
2. The student is not a resident of the School District and is a resident of another State. Such enrollment shall be subject to collection of tuition in advance at a rate determined by the School Board. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
3. The student is participating in an approved Foreign Exchange Program.
4. The student is a child of a member of the military on active duty and residing on certain property ceded to the United States and stationed in, near or adjacent to the School District, and children of employees of the federal government residing in Nebraska on national parks or national monuments within the State in, near or

adjacent to the School District. Such discretionary admission shall be without charge for tuition.

5. The student's residency in the School District ceases during the school year. In such case, the student may be allowed to continue attending the School District for the remainder of that school year.

A child who is a ward of the state or court and (1) has been placed in the School District but had resided in a different school district at the time the child became a ward and does not reside in a foster family home, or (2) has been placed in an institution which maintains a State-approved special education program, may be enrolled in the School District to the extent required by law. In such event, costs of education and transportation are to be paid by the State, but not in advance. The child remains a resident of the school district in which the child resided at the time the child became a ward.

A child who is a ward of the state or court who resides in the School District in a foster family home licensed or approved by the Department of Health and Human Services ("Department") or a foster home maintained or used by the Department, remains a resident of the school district in which the child resided at the time the child became a foster child. This is subject to a determination being made in accordance with the Foster Care Review Act that the child will not attend such school district. If such a determination is made, the child is deemed to be a resident of the School District and will be admitted as a resident student.

A child who is not a ward of the state or court and who is residing in a residential setting in the School District for reasons other than to receive an education is subject to the following: First, if the residential setting does not maintain an interim-program school, the School District will provide the educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement, as and to the extent required by law. This is subject to the parent or guardian and such other school district agreeing to have such other school district provide the educational services. Second, if the residential setting does maintain an interim-program school, the child's educational services will be provided by the interim-program school without the School District's involvement. However, the School District may provide educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement.

All admissions are subject to the condition that admission requirements other than residency be satisfied to the extent required by law and that the School District is legally responsible for or authorized to admit the child or provide educational services to the child.

Legal Reference:     Neb. Rev. Stat. ' 79-215 (residency and admission)  
                          Neb. Rev. Stat. ' 79-215 (children of military or federal employee parent)  
                          Neb. Rev. Stat. ' ' 79-232 to 79-246 (option enrollment)  
                          42 U.S.C. § 11431 et. seq. (McKinney-Vento Homeless Assistance Act)  
                          NDE Rule 9

Date of Adoption:     June 14, 2010 and July 12, 2010

Reviewed: April 11, 2016

**Arlington Public Schools**  
Community Dialogue Feedback  
June 10, 2018

During the afternoon and evening of June 10, 2018 approximately 50 stakeholders convened a community dialogue at the Arlington Public Schools. The meeting began at 3:15 PM with a tour of the Arlington Public Schools facilities and ended at approximately 8:00 PM.

**Purpose:**

The purpose of the meeting was to solicit ideas from selected stakeholders of the Arlington Public Schools about the future direction of the school district, including the facility needs for the school district. Stakeholders were asked to provide ideas to assist the Board of Education and Administration in the establishment of goals and priorities for the future.

**Focus:**

The Board of Education and leadership Team were focused on listening about the wants and needs of stakeholders in regard to, but not limited to, the following topics:

1. What is the current reality of the school system?
  - a. Is the academic performance of students meeting the goals established by the board?
  - b. How does Arlington Public Schools measure up with comparable schools in academic performance and success in school activities?
  - c. Does the school district have current bonded indebtedness?
  - d. Where do Arlington Public School students reside? (Resident and option students)
  - e. What is the experience of the Arlington Public Schools when replacing teachers and staff?
2. Under what conditions should the Arlington Public Schools commit to building new facilities or remodeling existing facilities?
  - a. Please consider overall student population (now and projected), assumption of additional debt, academic needs of students, state and federal mandates and patron support when addressing this question.
3. What circumstances will drive growth or limit growth in the Arlington Public Schools in the future?
4. What are the strengths, weaknesses, opportunities and threats facing the Arlington Public Schools?
  - a. Look at the next 5-10 years?
5. What does the community expect of its schools? What priorities do stakeholders perceive the school district should investigate?
6. What is the responsibility of citizens to help the school meet the expectation?

The Arlington Board of Education and Leadership Team issued invitations to people who represented a wide range of interests and backgrounds to attend the community dialogue to address the questions posed above. The community dialogue was a special board meeting and was conducted in accordance with the Nebraska Open Meetings Law.

Three activities were carried out in the community dialogue. First, Superintendent Lynn Johnson and her staff provided up-to-date information about the current realities of the Arlington Public Schools; budget, student assessment, student populations, curriculum, facilities, staffing, school related activities, and other pertinent information about the school district. Next, the stakeholders were asked to meet in small, working groups to discuss their expectations and priorities for Arlington Public Schools during the next 5-7 years. They began to address the priorities by stating; “ I expect the Arlington Public Schools to . . . . The third and final activity was to address the questions; “What are you prepared to do to help the community and school district meet the expectations you have outlined?”

Each small group had a recorder and a spokesperson that shared the information they generated with the entire group. Also, school board members and district staff were available at each small group table to answer questions or provide information as needed.

The first activity was the presentation of the current realities of the Arlington Public Schools. The information provided a broad view of school district operations, the requirements the district had to meet, by state law, to be accredited, and a review of the past 20 years of facility construction and planning. Curriculum and instruction were discussed as well as the goal of maintaining a well-educated and high performing staff.

The second activity was for the stakeholders to communicate their future expectations for the Arlington Public Schools. When asked to communicate their expectations for the school district the stakeholders were organized into 5 subgroups. *(The number in parentheses indicates the number of groups that specifically mentioned a particular expectation.)*

**1. We expect Arlington Public Schools to: maintain and improve quality (5) programs and curriculum,**

- Provide high level of education for all students at an efficient cost.
- Have a good academic program with master teachers in place so dual enrollment classes can be improved.
- Follow positive trends and utilize best practices in instruction
- Continue to update and expand the curriculum.
- Maintain and improve current programs.
- Address the social and emotional needs of students and families (3)
  - Add a mental health curriculum
- Encourage more trades and work skills in the curriculum. (4)
  - Expand career readiness and computer science classes.
  - Balance vocational and academic curriculum
  - Provide Life Skill training (social awareness, work place skills.
  - Teach leadership skills through regular classes and activities programs.
- Strengthen music and fine arts program. (2)
- Commit to the other half of education – activities and athletics. (2)

- Provide opportunities for participation in school activities programs
- Provide mentorships or internships with local area businesses.
- As special education numbers increase continue to expand the SPED program offerings
- Focus on student programs: have high expectations for student involvement and student engagement in learning.
- Implement foreign language in elementary as early as Kindergarten.
- Include an adult option class.
- Students need to know how to communicate (verbally, without I-Pad or phone
- Stay current on technology upgrade plans so we have updated technology. (3)
  - Add IT staff and professional development to support this initiative.

**2. We expect Arlington Public Schools to Maintain and Update facilities to accommodate growth and changing needs. (4)**

- Continue to update facilities to accommodate growth and change
- Ensure there is adequate space for all program needs.
  - Restrooms in high school and elementary
  - Locker rooms
  - Install energy efficient windows; use solar energy (grants may be available)
  - Fix drainage by main gym entrance
  - Update the kitchen space
  - Add a dedicated space for wrestling
  - Upgrades to current facilities are necessary (academic and activities)
  - Improve or add facilities to accommodate the fine arts performance space and add needed equipment.
  - Investigate the possibility of reallocating space; does Kindergarten need more space than middle school?
  - Investigate the possibility of adding space off-site for pre-school.
  - Expand lunchtime nutrition options possibly through school (FFA) gardens, and community involvement in the use of locally sourced **food**.

**3. Maintain a quality student to teacher ratio; Add teachers as necessary (3)**

- Recruit and retain good teachers (3)
- Keep good teachers in Arlington.
- A supportive environment for all staff is important.
- Hire master teachers.
- Provide up-to-date professional development opportunities
- 

**4/5. Be aware of potential growth plus possible population increases. (2)**

- Be aware of the development potential for the community and school; land and growth (2)
  - Costco is likely to affect population and educational demand
  - Option enrollment students may increase.

- 4/5. Provide a safe and secure learning and teaching environment. (2)**
- Safety and security for all students and school personnel (2)
    - Provide safe learning areas.

**Other:**

- Continue to involve parents and community members in the school.
  - Work to make all students feel welcome at school.
- Continue to be responsible with financial resources (evaluate wants and needs)
- Seek out opportunities for coop with sports and activities

Note: The numbers in parentheses indicate the number of groups that included the overall expectation.

For the third activity the sub-groups responded to what people in the community should or could do to ensure Arlington Public Schools could meet the expectations of the community.

The stakeholder response for the second activity follows:

We are prepared to:

- Capitalize on the community we have and talk it up!
- Mentor students
- Organize and participate in fundraisers
- Organize efforts for major donations to the school district
- Volunteer time to help restructure space
- Work to improve the alumni involvement with the school district (2)
- Be Study buddies/ social, not academic
- Continue to stay actively engaged (provide input and offer ideas)
- Communicate via the chain of command
- Provide support despite differences in agreement; have civil conversations.
- Volunteer as necessary (3)
  - Recognize volunteers for their services.
- Parent my children and be involved in their education
- Value the education process
  - Support and respect teachers
- Recognize individual strengths of students
- Stay fact-based when making decisions/be transparent about our concerns.
- Seek impartial opinions

- Engage the senior citizen population – get them organized
- Be willing to compromise.
- Ask business owners to engage with the school – There are a lot of (2) them who could be of valuable assistance to students.
  - Partner with local businesses
- Research Master teachers other than current Arlington Teachers who could help with dual credit classes.
- (Roots to Wings) can help write grants – FFA
  - Arlington Education Foundation
  - Arlington Community Foundations
  - Arlington Youth Foundation
  - Arlington PTO
- Help the community support its non-profits; a community is only as good as the non-profits they support!
- Partner with educational companies to pilot books and programs.
- Help get students involved in community activities
- Use our time and talent to help the school and community.
- Get new teachers involved with mentor families – invest in the community.
- Develop an on-going list of needs for community members to see.
- Get elected to the school board.
- Encourage community outreach
- Communicate about the positive successes as well as the needs of the Arlington community and Arlington Public Schools.

Note: The responses to the second activity were varied and they tended to point to working together in ways to build a stronger school system and community. Notice the wording; cooperate, communicate, compromise, support, etc. When looking at the 20 Clues to Rural Community Survival, Arlington has many of those clues in working order.

### **Possible Next Steps:**

- Publish a prioritized list of the anticipated needs for the Arlington Public Schools for the next 5-7 years. Include curriculum development, facility needs, teacher recruitment and retention, and general upkeep needs. Consider the needs as legitimate needs rather than a wish list – prioritize the needs - then organize citizens to develop ideas about how the needs can be met and when they can be met.
- Take advantage of the attitude that exists in the community. It appears to be positive, progressive, developmental, and there are people who are willing and able to assist.
- Continue to be transparent about the budget and the cost of upgrading facilities, equipment, and programs.
- Many people have little knowledge of the rules and regulations schools must comply with from state and federal regulators. Continue to communicate assessment results, student successes in activities and

academics, and what the school needs to continue to be accredited and move forward.

**Observations (from the facilitator):**

It was obvious that there were people in attendance who were not on the invitation list but since it was an open meeting they were welcome to be there. There was no open hostility or contentious behavior during the dialogue - - - the entire group of stakeholders was mature and open in their comments; both good signs for the future of the schools and the community.

It was clear there were people present who wanted new facilities for wrestling and the fine arts. It was also clear some of the people present wanted the facts laid out as to why the needs exist and how they can be accommodated. They wanted to separate wants from needs.

The June 10<sup>th</sup> meeting was at least the second meeting or event that focused on the needs of citizens or at least on their priorities for the schools. The academic program was clearly the focus of stakeholder comments – maintain it, improve it, and keep good teachers. Given all of that, people have expectations. They expected to be heard and they were. Now they will expect action to be taken and they appear to be willing to help if they are invited to do so.

It is clear people expect high quality learning in modern and safe facilities while having excellent teachers in the classrooms. Now is the time to develop a 5-7 year timeline for meeting those expectations. If there are expectations that cannot be met; provide rational and logical arguments for why that is so. However, the expectations heard on June 10 are not likely to go away.

It was interesting that while possible, future, population growth was mentioned along with the future of option students, it was keeping current with academic and activity needs of the student body that occupy the school now and in the near term that seemed to drive the dialogue. Growth would provide the school district with opportunities for facility renovation or new facilities, however rapid growth was not viewed as a near future possibility. Even if rapid growth were eminent, there would be a lapse of time before the growth could be accommodated. Keeping up, maintaining the good things the Arlington Public Schools already has in place and adding to them was a theme that was mentioned over and over. So, action is necessary. Planning and organizing for the next 5-7 years is necessary and expected.

## **INTERLOCAL AGREEMENT TO SHARE SCHOOL PSYCHOLOGIST**

This agreement is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827, by **Washington County School District No. 89-0003**, commonly known as **Fort Calhoun Community Schools** (referred to herein as "Fort Calhoun"); and **Washington County School District No. 89-0024**, commonly known as **Arlington Public Schools** (referred to herein as "Arlington").

WHEREAS, the Parties are political subdivisions of the State of Nebraska and desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have passed resolutions authorizing each party to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

**1. No Separate Legal Entity.** This Agreement does not establish a separate legal or joint entity.

**2. Purposes.** The purposes of this agreement are:

**A.** To permit the school districts to make the most efficient use of their powers and resources by sharing the services of a School Psychologist who will provide services on a .40 Full-time Equivalent (FTE) basis to Arlington and on a .60 FTE basis to Fort Calhoun.

**B.** To enhance the ability of the school districts to attract and maintain a qualified School Psychologist by ensuring that the School Psychologist will have full-time employment;

**C.** To facilitate the school districts' use of a School Psychologist of schools on a shared basis by providing for the scheduling of the School Psychologist's time in a coherent and efficient manner.

**3. Term.** This Agreement shall have a duration of one year, commencing with the 2018-19 school year, which shall begin on **September**

**1, 2018** and end on **August 31, 2019**. Subsequently, this Agreement shall automatically renew from year to year for an additional one-year term unless one of the parties gives written notice to the others on or before **March 1st** of its intention to terminate it at the conclusion of the then-current contract term. The parties may by mutual agreement terminate this agreement at any time prior to August 31, 2018.

**4. Administration.** Fort Calhoun's Superintendent and Arlington's Superintendent ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators, may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

**5. Nature of the School Psychologist's Employment.** Fort Calhoun has entered into a written agreement with the School Psychologist whereby she is employed to provide services on a full-time basis (187 school days plus six (6) extended contract days) during the 2018-19 school year (attached hereto as **Exhibit "A"**). Fort Calhoun agrees to provide the services of the School Psychologist to Arlington on a part-time basis. For the purposes of this Agreement, the School Psychologist shall be an employee of Fort Calhoun Public Schools and will not be an employee of Arlington or a "joint employee" of Fort Calhoun and Arlington for any purpose.

**6. Sharing of Services Provided by School Psychologist.** The School Psychologist shall provide school psychological services to both school districts. The type of services to be provided by the School Psychologist to Arlington shall be the same as those which are described in the School Psychologist's contract and/or job description with Fort Calhoun. The parties agree that to the extent practicable, the School Psychologist will on a weekly basis spend approximately 40% of his or her working time at Arlington tending to its affairs and approximately 60% of his or her working time at Fort Calhoun tending to its affairs. Arlington and Fort Calhoun will cooperate in the scheduling of the School Psychologist so as to make it possible for the School Psychologist to perform services at both schools without conflict or, when conflict is unavoidable, in a manner that will minimize the conflict. The parties acknowledge and understand that in some cases special circumstances (holidays, conferences, training, testing, and/or other special circumstances) will require that the School Psychologist devote more time to the affairs of one of the parties to this Agreement than to the other during the course of a given week or weeks. The parties agree that in such cases, the schedule of the School Psychologist in the succeeding week or weeks shall be adjusted so that, for the 2018-2019 school year, the amount of time spent by the School Psychologist in dealing with the affairs of each of the parties hereto shall be

substantially equivalent to the 60/40% split. Schedule changes shall be arranged by e-mails between the school district's superintendents. If the movement of days should impact the days billed, the parties must have a written (e-mail) agreement detailing the change of days and billing amount approved by both the Superintendent of Fort Calhoun and Arlington prior to the change occurring. Every reasonable effort will be made to swap days if necessary to equitably allocate benefit time (professional days, personal days and/or sick days, etc.) between the two entities on the agreed upon split.

**7. School Psychologist's Salary and Fringe Benefits.** Fort Calhoun will pay the School Psychologist's salary for the 2018-2019 school year pursuant to the terms of the School Psychologist's Contract (Exhibit A). The parties agree that, for the 2018-19 school year, Fort Calhoun has established the amount of the School Psychologist's salary at \$57,714.22. Fort Calhoun shall also provide the School Psychologist with those additional fringe benefits specified in the School Psychologist's Contract or required by any applicable collective bargaining agreement.

**8. Payment to Fort Calhoun by Arlington.** Arlington shall make the following payments to Fort Calhoun:

- A.** An amount equal to 40% of the School Psychologist's annual salary as set forth in paragraph 7 above.
- B.** An amount equal to 40% of all expenses incurred by Fort Calhoun for worker's compensation premiums, FICA, FUTA, and retirement (NPERS), as a consequence of the School Psychologist's employment by Fort Calhoun.
- C.** An amount equal to 40% of the cost of fringe benefits specified in the School Psychologist's Contract with Fort Calhoun (Exhibit A) or as required by any applicable collective bargaining agreement (which includes, but is not necessarily limited to, Fort Calhoun's share of premiums for group health, dental and life insurance, the District's share of the cost for 403(b) and a Flexible spending account if they choose to participate in these benefits).
- D.** A reasonable amount will be budgeted and paid for professional development expense (training), travel and/or mileage, and dues as agreed between the parties.

Fort Calhoun shall bill Arlington on a monthly basis for all payments pursuant to this paragraph beginning in September 2018 and ending in August 2019. The first 11 payments shall be Arlington's share (40%) times the monthly cost of all amounts listed above. The amount billed is due on the 1st of each month and should be paid no later than the 15th of each month. All payments due under this Agreement shall be reconciled in July to account for

any discrepancies in the amount of services actually rendered by the School Psychologist to Arlington, whether above or below the anticipated 60/40 split. Fort Calhoun shall include all necessary adjustments caused by prior overpayment or underpayment in the final billing statement.

**9. School Psychologist Not a Third-Party Beneficiary.** This agreement does not create any enforceable rights in favor of the School Psychologist and she is not a third-party beneficiary of the agreement.

**10. No Joint Employment.** This agreement does not make the parties joint employers of the School Psychologist for purposes of liability, Workers' Compensation, unemployment compensation, or any other purpose.

**11. Management, Evaluation, Discipline and Discharge.** Fort Calhoun shall have the right to manage, evaluate, discipline, and discharge the School Psychologist in a manner consistent with its employment contract, and as otherwise provided by law. The Arlington Superintendent shall have the right to direct the School Psychologist in his or her work with respect to the services he or she performs for Arlington. Fort Calhoun shall evaluate the School Psychologist's as required by law and school policy, provided that it shall consider the positive and negative comments, if any, of the Arlington Superintendent or other representatives in preparing the School Psychologist's evaluation. Arlington's superintendent shall conduct at least one evaluation of the School Psychologist and participate in the School Psychologist's annual review.

**12. Termination During Term of Agreement.** Either party may terminate this agreement during its term if the School Psychologist serving at its commencement:

- A.** Submits a resignation with an effective date prior to the end of the term of the agreement, and the Fort Calhoun Board of Education accepts the resignation.
- B.** Dies prior to the end of the school year;
- C.** Is discharged by the Fort Calhoun Board of Education prior to the end of the school year.

**13. Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Parties do not anticipate a need to acquire, hold, or dispose of real or personal property to accomplish the purposes of this Agreement. The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real or personal property in the event that such a need arises.

**14. Provision of Supplies.** Each party shall provide such supplies and equipment as are necessary for the School Psychologist's performance of services at its school district.

**15. Financing and Budgeting.** Each party will budget separately to pay the costs and expenses that it will reasonably and necessarily incur to fulfill its obligations under this agreement.

**16. Taxes.** This Agreement does not grant the school districts any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 13-2816.

**17. Liability Insurance.** Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement.

**18. Indemnification.** To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

**19. Disposal of Property upon Termination.** The parties do not contemplate that this agreement will require the acquisition of any jointly held property. However, if it becomes necessary to dispose of property held jointly under this Agreement, it shall be divided and distributed as agreed between the school districts upon termination of this Agreement. If a dispute arises as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being distributed equally to the school districts.

**20. Nondiscrimination.** The school districts shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**21. Employment Eligibility Verification.** The school districts shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a school district employs or contracts with any subcontractor in connection with this Agreement, the

contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**22. Review of Agreement.** Each party shall review the effectiveness of this agreement at least annually.

**23. Notice.** A school district giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the respective Superintendents, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

Fort Calhoun: Fort Calhoun Public Schools  
Attn: Superintendent  
PO Box 430  
Fort Calhoun, NE 68023-0430

Arlington: Arlington Public Schools  
Attn: Superintendent  
705 N. 9th Street  
Arlington, NE 68002-0580

Notice is effective only if the party giving the Notice has complied with this section.

**24. Amendment and/or Extension of Agreement.** The school districts may amend or extend this agreement. Any such amendment or extension shall require the approval of both boards of education and shall be in writing.

**25. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

**26. Counterparts.** The school districts may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the school districts need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other school district to this Agreement. This Agreement is effective upon

delivery of one executed counterpart from each school district to the other. In proving this Agreement, a school district must produce or account only for the executed counterpart of the school district to be charged.

**27. Assignment.** The school district shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other party.

**28. Entirety of Agreement.** This agreement contains the school districts' entire agreement. It fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof.

**ARLINGTON PUBLIC SCHOOLS**

\_\_\_\_\_  
\_\_\_\_\_, Board President

Date: \_\_\_\_\_, 2018

**FORT CALHOUN PUBLIC SCHOOLS**

\_\_\_\_\_  
\_\_\_\_\_, Board President

Date: \_\_\_\_\_, 2018

RESOLUTION  
No. 2018-09-08

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE COUNTY OF WASHINGTON SCHOOL DISTRICT 24 (DBA ARLINGTON PUBLIC SCHOOLS), AS FOLLOWS:

The Board of Education of Washington County School District No. 89-0024, commonly known as Arlington Public Schools hereby agrees to enter into an interlocal agreement with Washington County School District No. 89-0003, commonly known as Fort Calhoun Community Schools, and with Washington County School District No. 89-001, commonly known as Blair Community Schools, to share the services of an occupational therapist.

PASSED AND APPROVED this 9<sup>th</sup> day of July 2018.

COUNTY OF WASHINGTON SCHOOL DIST 24

\_\_\_\_\_  
Matt O'Daniel, President

ATTEST:

\_\_\_\_\_  
Lynn Johnson, Secretary

## **INTERLOCAL AGREEMENT TO SHARE Occupational Therapist**

This agreement is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827, by **Washington County School District No. 89-0003**, commonly known as **Fort Calhoun Community Schools** (referred to herein as "Fort Calhoun"); **Washington County School District No. 89-0001**, commonly known as **Blair Community Schools** and **Washington County School District No. 89-0024**, commonly known as **Arlington Public Schools** (referred to herein as "Arlington").

WHEREAS, the Parties are political subdivisions of the State of Nebraska and desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have passed resolutions authorizing each party to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

**1. No Separate Legal Entity.** This Agreement does not establish a separate legal or joint entity.

**2. Purposes.** The purposes of this agreement are:

**A.** To permit the school districts to make the most efficient use of their powers and resources by sharing the services of an Occupational Therapist who will provide services on a .67 Full-time Equivalent (FTE) basis (125 days). Arlington shall receive 37 days, Blair shall receive 56 days and Fort Calhoun shall receive 32 days.

**B.** To provide consistency in delivery of service;

**C.** To facilitate the school districts' use of an Occupational Therapist on a shared basis by providing for the scheduling of the Occupational Therapist's time in a coherent and efficient manner.

**3. Term.** This Agreement shall have a duration of one year, commencing with the 2018-19 school year, which shall begin on **September 1, 2018** and end on **August 31, 2019**. Subsequently, this Agreement shall automatically renew from year to year for an additional one-year term unless one of the parties gives written notice to the others on or before **March 1st** of its intention to terminate it at the conclusion of the then-current contract term. The parties may by mutual agreement terminate this agreement at any time prior to August 31, 2018.

**4. Administration.** Fort Calhoun's, Blair's and Arlington's Superintendent or their designee, ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators, may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

**5. Nature of the Occupational Therapist's Employment.** Fort Calhoun has entered into a written agreement with the Occupational Therapist whereby she is employed to provide services on a .67 FTE basis during the 2018-19 school year (attached hereto as **Exhibit "A"**). Fort Calhoun agrees to provide the services of the Occupational Therapist to Arlington and Blair on a part-time basis. For the purposes of this Agreement, the Occupational Therapist shall be an employee of Fort Calhoun Public Schools and will not be an employee of Arlington or Blair or a "joint employee" of Fort Calhoun and Arlington or of Fort Calhoun and Blair for any purpose.

**6. Sharing of Services Provided by Occupational Therapist.** The Occupational Therapist shall provide Occupational Therapy services to all three school districts. The type of services to be provided by the Occupational Therapist to Arlington and Blair shall be the same as those which are described in the Occupational Therapist's contract and/or job description with Fort Calhoun. The three District's will work out a schedule reflecting their base days of service (Arlington 37, Blair 56 and Fort Calhoun 32 days) for the Occupational Therapist prior to schools start in August of 2018.

**7. Occupational Therapist's Salary and Fringe Benefits.** Fort Calhoun will pay the Occupational Therapist's salary for the 2018-2019 school year pursuant to the terms of the Occupational Therapist's Contract (Exhibit A). The parties agree that, for the 2018-19 school year, Fort Calhoun has established the amount of the Occupational Therapist's salary at \$45,000.00. Fort Calhoun shall also provide the Occupational Therapist with those additional fringe benefits specified in the Occupational Therapist's Contract or required by any applicable collective bargaining agreement.

**8. Payment to Fort Calhoun by Arlington and Blair.** Arlington and Blair shall make the following payments to Fort Calhoun:

- A.** An amount equal to their percentage of hours of service, Arlington 29.6%, Blair 44.8% of the Occupational Therapist's annual salary as set forth in paragraph 7 above.
- B.** An amount equal to their percentage of hours of service, Arlington 29.6%, Blair 44.8% of all expenses incurred by Fort Calhoun for worker's compensation premiums, FICA, FUTA, and retirement (NPERS), as a consequence of the Occupational Therapist's employment by Fort Calhoun.
- C.** An amount equal to their percentage of hours of service, Arlington 29.6%, Blair 44.8% of the cost of fringe benefits specified in the Occupational Therapist's Contract with Fort Calhoun (Exhibit A) or as required by any applicable collective bargaining agreement (which includes, but is not necessarily limited to, Fort Calhoun's share of premiums for group health, dental and life insurance, the District's share of the cost for 403(b) and a Flexible spending account if they choose to participate in these benefits).
- D.** A reasonable amount will be budgeted and paid for professional development expense (training), travel and/or mileage, and dues as agreed between the parties.

Fort Calhoun shall bill Arlington and Blair on a monthly basis for all payments pursuant to this paragraph beginning in September 2018 and ending in August 2019. Arlington will be billed 12 monthly installments of \$1,317.50 and Blair will be billed 12 monthly installments of \$1,994.08 the monthly cost of all amounts listed in sections A., B., and C. above. The amount billed is due on the 1st of each month and should be paid no later than the 15th of each month. Additional hours over and above the base of 296 for Arlington, 448 for Blair and 256 for Fort Calhoun will be billed at \$54.00 per hour. Actual expenses incurred in section D. above will be split according to the base hours and invoiced on a separate invoice in August.

**9. Occupational Therapist Not a Third-Party Beneficiary.** This agreement does not create any enforceable rights in favor of the School Psychologist and she is not a third-party beneficiary of the agreement.

**10. No Joint Employment.** This agreement does not make the parties joint employers of the Occupational Therapist for purposes of liability, Workers' Compensation, unemployment compensation, or any other purpose.

**11. Management, Evaluation, Discipline and Discharge.** Fort Calhoun shall have the right to manage, evaluate, discipline, and discharge the Occupational Therapist in a manner consistent with its employment contract, and as otherwise provided by law. The Arlington and Blair Superintendent shall have the right to direct the Occupational Therapist in his or her work with respect to the services he or she performs for Arlington and Blair, respectively.. Fort Calhoun shall evaluate the Occupational Therapist as required by law and school policy, provided that it shall consider the positive and negative comments, if any, of the Arlington and/or Blair Superintendent or other representatives in preparing the Occupational Therapist's evaluation. Arlington's and Blair's superintendent, or their designee, shall conduct at least one evaluation of the Occupational Therapist and participate in the Occupational Therapist's annual review.

**12. Termination During Term of Agreement.** Either party may terminate this agreement during its term if the Occupational Therapist serving at its commencement:

- A.** Submits a resignation with an effective date prior to the end of the term of the agreement, and the Fort Calhoun Board of Education accepts the resignation.
- B.** Dies prior to the end of the school year;
- C.** Is discharged by the Fort Calhoun Board of Education prior to the end of the school year.

**13. Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Parties do not anticipate a need to acquire, hold, or dispose of real or personal property to accomplish the purposes of this Agreement. The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real or personal property in the event that such a need arises.

**14. Provision of Supplies.** Each party shall provide such supplies and equipment as are necessary for the Occupational Therapist's performance of services at its school district.

**15. Financing and Budgeting.** Each party will budget separately to pay the costs and expenses that it will reasonably and necessarily incur to fulfill its obligations under this agreement.

**16. Taxes.** This Agreement does not grant the school districts any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 13-2816.

**17. Liability Insurance.** Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement.

**18. Indemnification.** To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

**19. Disposal of Property upon Termination.** The parties do not contemplate that this agreement will require the acquisition of any jointly held property. However, if it becomes necessary to dispose of property held jointly under this Agreement, it shall be divided and distributed as agreed between the school districts upon termination of this Agreement. If a dispute arises as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being distributed equally to the school districts.

**20. Nondiscrimination.** The school districts shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**21. Employment Eligibility Verification.** The school districts shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a school district employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**22. Review of Agreement.** Each party shall review the effectiveness of this agreement at least annually.

**23. Notice.** A school district giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or

electronic mail (to the respective Superintendents, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

Fort Calhoun: Fort Calhoun Public Schools  
Attn: Superintendent  
5876 County Road P43  
Fort Calhoun, NE 68023-0430

Arlington: Arlington Public Schools  
Attn: Superintendent  
705 N. 9th Street  
Arlington, NE 68002-0580

Blair: Blair Public Schools  
Attn: Superintendent  
2232 Washington Street  
Blair, NE 68008

Notice is effective only if the party giving the Notice has complied with this section.

**24. Amendment and/or Extension of Agreement.** The school districts may amend or extend this agreement. Any such amendment or extension shall require the approval of both boards of education and shall be in writing.

**25. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

**26. Counterparts.** The school districts may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the school districts need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other school district to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each school district to the other. In proving this Agreement, a school district must produce or account only for the executed counterpart of the school district to be charged.

**27. Assignment.** The school district shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated

in this Agreement to any other person or entity without the previous written consent of the other party.

**28. Entirety of Agreement.** This agreement contains the school districts' entire agreement. It fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof.

**ARLINGTON PUBLIC SCHOOLS**

\_\_\_\_\_  
\_\_\_\_\_, Board President

Date: \_\_\_\_\_, 2018

**BLAIR PUBLIC SCHOOLS**

\_\_\_\_\_  
\_\_\_\_\_, Board President

Date: \_\_\_\_\_, 2018

**FORT CALHOUN PUBLIC SCHOOLS**

\_\_\_\_\_  
\_\_\_\_\_, Board President

Date: \_\_\_\_\_, 2018

Arlington Public Schools'  
School Lunch Price History

Lunch

Breakfast

<u>Year</u>	<u>Adults</u>	<u>HS</u>	<u>Elem</u>	
95-96	\$2.00	\$1.25	\$1.25	
96-97	\$2.25	\$1.40	\$1.30	
97-98	\$2.25	\$1.40	\$1.30	
98-99	\$2.25	\$1.50	\$1.30	
99-00	\$2.25	\$1.50	\$1.30	
00-01	\$2.25	\$1.50	\$1.30	\$.80 (All)
01-02	\$2.25	\$1.50	\$1.30	\$.80 Students/\$1.15 Adults
02-03	\$2.30	\$1.50	\$1.30	\$.80 Students/\$1.15 Adults
03-04	\$2.35	\$1.50	\$1.30	\$.80 Students/\$1.20 Adults
04-05	\$2.40	\$1.50	\$1.30	\$.80 Students/\$1.25 Adults
05-06	\$2.50	\$1.50	\$1.30	\$.80 Students/\$1.30 Adults
06-07	\$2.55	\$1.50	\$1.30	\$.80 Students/\$1.30 Adults
07-08	\$2.65	\$1.55	\$1.35	\$.85 Students/\$1.60 Adults
08-09	\$2.80	\$1.65	\$1.45	\$1.00 Students/\$1.70 Adults
09-10	\$2.90	\$1.65	\$1.45	\$1.00 Students/\$1.75 Adults
10-11	\$3.00	\$1.85	\$1.65	\$1.00 Students/\$1.90 Adults
11-12	\$3.20	\$2.00	\$1.75	\$1.10 Students/\$1.90 Adults
12-13	\$3.40	\$2.25	\$2.00	\$1.25 Students/\$2.05 Adults
13-14	\$3.40	\$2.35	\$2.10	\$1.30 Students/\$2.05 Adults
14-15	\$3.40	\$2.40	\$2.15	\$1.30 Students/\$2.05 Adults
15-16	\$3.45	\$2.45	\$2.20	\$1.40 Students/\$2.15 Adults
16-17	\$3.45	\$2.45	\$2.20	\$1.40 Students/\$2.15 Adults
17-18	\$3.55	\$2.45	\$2.20	\$1.40 Students/\$2.15 Adults

ARLINGTON PUBLIC  
SCHOOLS'

ANNUAL TRANSPORTATION  
REPORT 2017-2018

June 2018

(7/1/17 - 6/30/18)

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TRANSPORTATION FLEET TOTALS . . . . . 2

OPERATING EXPENSE TOTALS. . . . . 3

**Comparison Summary  
Transportation Fleet  
(June, 2018)**

<b>Category</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	
	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	
Total Fuel Cost	\$41,206.43	\$23,997.85	\$26,833.36	\$31,161.92	
Total Misc. Expenses	\$13,671.69	\$13,628.67	\$12,443.65	\$12,635.98	
Total Repairs & Services	\$64,869.24	\$58,084.42	\$49,237.52	\$34,772.95	
Total Depreciation	\$31,730.00	\$41,787.00	\$58,854.00	\$62,721.00	
<b>Sub-Total</b>	<b>\$151,477.36</b>	<b>\$137,497.94</b>	<b>\$147,368.53</b>	<b>\$141,291.85</b>	
Total Salaries	\$123,973.82	\$116,283.77	\$118,859.18	\$117,746.98	
<b>Grand Total</b>	<b>\$275,451.18</b>	<b>\$253,782.00</b>	<b>\$266,227.71</b>	<b>\$259,038.83</b>	
Total Miles	155,972	117,422	121,889	129,800	
Operating Cost Per Mile - (including salaries)	\$1.77	\$2.16	\$2.18	\$2.00	
Operating Cost Per Mile -- (excluding salaries)	\$0.97	\$1.17	\$1.21	\$1.09	



**TRANSPORTATION VEHICLE OPERATING EXPENSE TOTALS 2017-2018**  
(7/1/17-6/30/18)

Bus #	Driver	Odometer	Total Rt.	Total Act.	Other	Total	#Gal.	Fuel Cost	Repair	Miscellaneous	Depreciation	Total
[All Diesel]			Miles	Miles	Miles	Miles	Fuel		Totals	Expenses		Per Bus
2000	Spare	181,905	67	0	1	68	0.0	\$0.00	\$423.48	\$717.75	\$0	\$1,141.23
2001	Spare	169,966	154	32	154	340	49.5	\$118.64	\$584.06	\$717.75	\$0	\$1,420.45
2002	Spare	170,887	2,193	652	1	2,846	519.5	\$1,291.27	\$1,877.13	\$797.75	\$0	\$3,966.15
2010	Spare	84,762	2,543	5,539	30	8,112	910.2	\$2,243.61	\$2,518.37	\$717.75	\$5,625.00	\$11,104.73
2011	Douglas	103,390	13,477	1,417	39	14,933	1716.9	\$4,331.17	\$5,779.49	\$717.75	\$10,057.00	\$20,885.41
2013	Toebben	55,191	9,113	2,398	175	11,686	1738.2	\$4,423.86	\$5,058.29	\$910.51	\$10,057.00	\$20,449.66
2015	Buckley/S	39,556	10,008	931	0	10,939	1474.0	\$3,724.40	\$3,360.17	\$1,197.74	\$9,275.00	\$17,557.31
2017	Hanel	27,400	13,962	0	0	13,962	1743.6	\$4,636.69	\$3,682.05	\$925.68	\$8,518.00	\$17,762.42
2018	Scheer	18,655	14,162	3,006	87	17,255	2049.4	\$5,367.22	\$1,241.54	\$934.56	\$8,549.00	\$16,092.32
<b>Bus Totals</b>			<b>65,679</b>	<b>13,975</b>	<b>487</b>	<b>80,141</b>	<b>10,201.3</b>	<b>\$ 26,136.86</b>	<b>\$24,524.58</b>	<b>\$7,637.24</b>	<b>\$52,081.00</b>	<b>\$110,379.68</b>
<b>016-2017 Totals</b>			<b>59,326</b>	<b>14,421</b>	<b>711</b>	<b>74,458</b>	<b>10,458.7</b>	<b>\$21,612.87</b>	<b>\$42,710.31</b>	<b>\$7,605.61</b>	<b>\$42,806.00</b>	<b>\$114,734.79</b>
Full Size Ford (10 Passenger)	Van 2012	27,055	0	2,481	1,055	3,536	183.2	\$403.01	\$262.81	\$622.68	\$1,962.00	\$3,250.50
Full Size Chev (11 Passenger)	Van 2009	77,666	0	5,205	3,217	8,422	458.1	\$1,021.88	\$3,314.67	\$622.68	\$0.00	\$4,959.23
Full Size Chev (11 Passenger) (w/running boards)	Van 2009	84,103	0	4,811	1,852	6,663	348.5	\$773.53	\$1,882.97	\$622.68	\$0.00	\$3,279.18
Chrysler Mini (Silver)	Van 2010	76,242	0	3,024	7,035	10,059	433.9	\$959.25	\$2,050.38	\$782.67	\$2,542.00	\$6,334.30
Dodge Mini (Maroon)	Van 2009	114,918	0	891	5,610	6,501	313.9	\$692.09	\$1,793.32	\$622.68	\$1,818.00	\$4,926.09
Dodge Mini (White)	Van 2012	83,050	4,222	150	1,064	5,436	238.6	\$530.37	\$706.05	\$1,102.68	\$2,521.00	\$4,860.10
Dodge Mini (Red)	Van 2015	23,422	0	3,196	5,846	9,042	288.5	\$644.93	\$238.17	\$622.67	\$1,797.00	\$3,302.77
<b>Van Totals</b>			<b>4,222</b>	<b>19,758</b>	<b>25,679</b>	<b>49,659</b>	<b>2,264.6</b>	<b>\$5,025.06</b>	<b>\$10,248.37</b>	<b>\$4,998.74</b>	<b>\$10,640.00</b>	<b>\$30,912.17</b>
<b>Totals:</b>			<b>69,901</b>	<b>33,733</b>	<b>26,166</b>	<b>129,800</b>	<b>12,465.9</b>	<b>\$31,161.92</b>	<b>\$34,772.95</b>	<b>\$12,635.98</b>	<b>\$62,721.00</b>	<b>\$141,291.85</b>

ST. PAUL'S LUTHERAN SCHOOL SHUTTLE BUS AGREEMENT  
2018-2019 SCHOOL YEAR

This agreement entered into on the 9th day of July 2018, by Arlington Public School District 024 and St. Paul's Lutheran Church and School of 8951 CO RD 9, Arlington, Nebraska 68002.

Arlington Public Schools will provide a shuttle bus services for students attending St. Paul's Lutheran School. It is mutually agreed:

1. **Compensation.** St. Paul's Lutheran School shall compensate Arlington Public Schools a daily rate which is derived from a per mileage rate equal to 80% of the 'bus fleet per mile operational cost not including salaries' for the previous year. For the 2018-2019 school year the daily rate will be calculated at 4 miles X 2 trips X **\$1.10** per mile.
2. Nonresident students attending St. Paul's Lutheran School may be bused if they do not live directly on the school district regular bus route if parent/guardians transport their child(ren) to some point on the regular bus route as determined by the district to be safe and if the desired pupil capacity on the bus is maintained. Such transportation shall extend only from some point on the regular school bus route nearest or most easily accessible to their homes to and from a point on the regular bus route nearest or most easily accessible to St. Paul's Lutheran School. St. Paul's Lutheran School will pay an annual fee of \$50 per family for this transportation service. This fee is 'in addition' to the shuttle bus fee detailed above. St. Paul's Lutheran School agrees to provide to Arlington Public Schools a completed Transportation Request Form for each family requesting this service by August 1. Resident students and option students will be given priority consideration when determining capacities.
3. School District shall assign a qualified school bus driver who has been approved by the Board of Education of the school district and a school bus that meets legal requirements. Compensation for the driver's services including transporting students and travel to/from an alternative fueling site will be provided by mutual agreement between the driver and St. Paul's. Payment of compensation to the driver **(and any substitute drivers)** shall be the responsibility of St. Paul's.
4. Should the employment of the assigned driver be terminated or should the assigned bus driver change his/her place of residence, the School District may elect to cancel or renegotiate this agreement. The School District will provide a sixty (60) day notice of shuttle cancellation. The School District will provide written notice to St. Paul's should they choose to renegotiate the terms of this agreement.
5. **Scope of Use.** St. Paul's shall use the designated shuttle service for purposes of transporting children attending St. Paul's School from the School District's school house site to St. Paul's and picking up students from St. Paul's school house and transporting them to the School District's school house site each day the School District is operating its school bus transportation facilities and is according to the School District's schedule. The shuttle service will only be

available on such days as the School District maintains school at its regular school hours. In any instance when the bus is not available, or available at other times, because of changed school hours, St. Paul's shall be given as much notice as possible as to such change or non-availability.

6. **Routing.** The route over which the school vehicle travels and stops shall be the most direct route by county or state roads or highways between the Arlington Public School building and the St. Paul's building. Both parties will be aware of the route and any changes will be discussed by both parties.
7. **Authorized Passengers.** No person other than a student, teacher or school official of St. Paul's shall be permitted to ride the school vehicle without consent of the Superintendent of the School District. Nothing except students and their belongings shall be transported while students are in the vehicle. The school vehicle shall be used only in transporting regularly enrolled students to and from St. Paul's. The School District shall not be required to transport any student of St. Paul's requiring special accommodations of the school bus.
8. **Passenger Obligations.** All passengers shall comply with all rules of conduct of the School District applied to regular passengers of its buses.
9. **Reports:** St. Paul's shall cooperate with the School District with regard to such reports as may be required by the State Department of Education, County Superintendent of Schools, Superintendent of Schools of the School District, or other school authorities.
10. **Billing/Payment.** St. Paul will be billed by the Arlington School District at the end of the school year with payment due within 30 days of that billing date.

WASHINGTON COUNTY SCHOOL DISTRICT 024

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

ST. PAUL'S LUTHERAN CHURCH & SCHOOL

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

## Business Operations

### Procurement Plan – School Food Authorities

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. This statement is meant to provide guidance to our personnel and vendors on acceptable and/or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the State Agency.

### **Procurement Policy**

The purchasing procedure to be followed shall be determined by the anticipated total annual expenditure on items related to the food service program:

- When the annual total for food service program related items is less than \$150,000 (small purchase threshold) ~~per year~~ per procurement event or in aggregate purchases this organization will follow the informal Small Purchase Procedures.
- When the annual total for food service program related items is greater than \$150,000 (small purchase threshold) per year per procurement event or in aggregate purchases this organization will follow the Formal Competitive Solicitation Procedures.

### Micro-Purchase Procedures

Micro-Purchases may be used for ~~annual transactions~~ single purchases under \$3,500 made with a vendor [2 CFR 200.320(a)].

Prices will be reviewed for reasonableness [2 CFR 200.320(a)].

Purchases will be spread equitably among all qualified sources [2 CFR 200.320(a)].

### Small Purchase Procedures

For purchases made below the small purchase threshold, Small Purchase Procedures will be utilized to purchase necessary goods and services. When Small Purchase Procedures are used, this organization will take the following steps:

1. Contact a ~~minimum of three potential vendors~~ reasonable number of qualified vendors.
2. Write specifications for goods and services.
- ~~23.~~ Document each vendor's quoted price. (ex. log sheet)
3. Select the company that provides the lowest, most responsive, and responsible bid.
4. ~~Inform all bidding companies in writing of the final decision made by the sponsor~~ Document supplier who was awarded the quote.
5. ~~Write contract for meal service between the sponsor and the winning bidder.~~ Manage orders by confirming product and prices match quotes.

### Formal Competitive Solicitation Procedures

For purchases made in excess of the small purchase threshold, a Formal Competitive Solicitation will be conducted. When Formal Competitive Solicitation Procedures are used, this organization will take the following steps:

1. Prepare an Invitation for Bid (“IFB”) or Request for Proposal (“RFP”) document specifically addressing the items to be procured
  - a. Include detailed specifications
  - b. Ensure price will be most heavily weighted
2. Publicly announce and advertise the bid/proposal at least 21 calendar days prior to bid opening
  - a. Announcements will include the date, time and location in which bids will be opened
3. Determine the most responsive and responsible bid/proposal by using the selection criteria set forth in the bid/proposal document
  - a. Responsible bidders will be those whose bid/proposal conform to all of the terms, conditions and requirements of the IFB/RFP
  - b. Responsible bidders will be those who are capable of performing successfully under the terms and conditions of the contract.**
4. Award the contract
  - a. To the most responsive and responsible bidder based on the criteria set forth in the IFB/RFP
  - b. At least two weeks before program operations begin
  - c. If a protest is received, it must be handled in accordance with 7 CFR 210.21
5. Retain all records pertaining to the formal competitive bid process for a period of five years plus the current year

(Note: If the ~~bid~~ small purchase threshold established in the sponsor’s procurement policy statement is less than \$150,000, the smaller bid threshold will govern.)

### Procurement Summary

This organization incorporates the following elements into the Procurement Policy Statement, as required by 2 CFR 200 and 7 CFR parts 210, 3016 and 3019.

- A. Competition: We shall demonstrate our goods and services are procured in an openly competitive manner. Competition will not be unreasonably restricted. [7 CFR 210.21(c)(1)] [2 CFR Part 200.319(a)(1-7)]
- B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. [2 CFR 200.319(a)(6)/7 CFR 3016.36(e)(3)(i)/7 CFR 3019.44(a)(3)(iv)]
- C. Documentation: We shall maintain for the current year and the preceding three years all ~~menus, production records, invitations to bid, bid results, bid tabulations or any other~~

significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)/7 CFR 3016.36(9)]

- D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)/7 CFR 3016.36(3)(1-1 v)]
- E. ~~Procurement Review Process: This procurement plan shall receive an internal program review on an annual basis by a staff person who is not associated with food service procurement process. This review shall be summarized in written form and kept with the other required program documentation.~~
- F. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)] [7 CFR Part 3016.36(b)(2)]
- G. General Requirements:
1. Small, minority and women's businesses enterprises and labor surplus firms are used when possible. [2 CFR 200.321]
  2. Ensure compliance with the Buy American Provision when purchasing food 7 CRF 210.21(d).
  - 2-3. A cost or price analysis in connection with every procurement action in excess of the ~~Simplified Acquisition~~ Small Purchase Threshold including contract modifications. [2 CFR 200.323(a)]
  - 3-4. Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]
- H. Duties of Food Service Supervisor:
1. ~~To work with staff and clients in developing acceptable menus for breakfast and lunch.~~ Plan the goods or services needed for the school food service program for the school year based on planned menus through needs assessment, forecasting and budgeting.
  2. ~~To compile market orders or requisitions for purchases which accurately reflect the total quantities of required foods to be ordered per (day, week or month).~~ Develop written specifications for food/supplies needed. Include details such as descriptions and product requirements (e.g. packaging, weight, pack size, etc.) for needed goods or services.
  3. ~~To place and confirm orders with vendors, or make plans to purchase the required items.~~ Compare product specifications among all vendors/contractors. Information for prices obtained from grocery stores, farmer's markets, etc.

4. ~~To keep program menus up to date by testing and using new products and seeking feedback from staff and clients.~~  
Make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service, and price.
5. ~~To send out bid quotation forms to vendors who have expressed an interest in doing business with the sponsor.~~  
Place and confirm orders with vendors or make plans to purchase the required items.
6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service and price.
7. To work with vendors on a fair and equal basis.
8. ~~To develop a list of acceptable brands. (Multiple brands per bid item when possible.)~~
9. To conduct an in-house procurement review once per year.

Date of Adoption: July 10, 2017

Business OperationsESSA

It is the policy of the District to comply with the Every Student Succeeds Act (“ESSA”) and federal grant programs in which the District participates.

1. Authority to Sign Applications. The Superintendent is authorized to sign applications for any of the ESSA formula grants on behalf of the District and may delegate such authority to other administrators in the Superintendent’s discretion. The Superintendent shall submit such applications as determined appropriate so long as acceptance of the funds does not include conditions contrary to the policies of the Board of Education.
2. Supplement not Supplant. Federal funds shall be used to supplement, not supplant the amount of funds or services available from non-federal sources, in compliance with the requirements of federal law. ESSA funds shall not be used to provide services otherwise required by law to be made available.
3. Equitable Allocation. Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff are to be assigned and curriculum materials and instructional supplies are to be distributed to the schools in such a way that equivalence of personnel and materials is ensured among the schools in compliance with the requirements of federal law.
4. Maintenance of Effort. The District shall maintain fiscal effort related to ESSA programs in compliance with the requirements of federal law.
5. Resources. The procurement of resources related to the ESSA programs, including contracts and purchase or service agreements for such program, shall be in accordance with the District’s written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources such as staff, materials and equipment funded by Title I and IDEA shall be used only for children participating in the program.
6. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.
7. Identification of Eligible Children. The Superintendent and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.

8. Coordination of Services. Title I and IDEA services shall be coordinated and integrated with the regular classroom, with other agencies providing services and with other federal, state and local programs.
9. Standards and Expectations. Students receiving services in Title I are held to the same standards and expectations as all other students.
10. Assessments. Students receiving services in Title I are assessed with the regular population without accommodations.
11. Parents Right to Know. At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:
  - (A) Whether the student's teacher—
    - (i) has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
    - (ii) is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    - (iii) is teaching in the field of discipline of the certification of the teacher.
  - (B) Whether the child is provided services by paraprofessionals and, if so, their qualifications.
12. Testing Opt-Out. At the beginning of each school year, if the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request (and in a timely manner), information regarding any State or District policy regarding student participation in any State or District assessments, including the District's policy and procedure on the parental right to opt the child out of such assessment(s). The District shall also make widely available through public means (including by posting in a clear and easily accessible manner on the District's website) information on each State or District assessment, including:
  - (A) the subject matter assessed;
  - (B) the purpose for which the assessment is designed and used;
  - (C) the source of the requirement for the assessment;
  - (D) the amount of time students will spend taking the assessment, and the schedule for the assessment; and
  - (E) the time and format for disseminating results.
13. Language Instruction Programs. At the beginning of each school year, if the District receives Title I funding, the District will implement an effective means of outreach to parents of English learners to inform the parents regarding how the parents can—
  - (A) be involved in the education of their children; and
  - (B) be active participants in assisting their children to—
    - (i) attain English proficiency;

- (ii) achieve at high levels within a well-rounded education; and
- (iii) meet the challenging State academic standards expected of all students.

The District will also inform parents of an English learner identified student of opportunities to participate in various school programs, as set forth in ESSA.

14. Other Requirements. The Superintendent shall take or cause other staff to take such action as required by law for the District to maintain compliance with ESSA and specific ESSA grant programs in which the District participates.
15. Certification Regarding Debarment, Suspension and Ineligibility. The District will endeavor to ensure that all contracts and purchase orders reimbursed using federal funds will include the following “suspension and disbarment” language:

To the best of its knowledge and belief, the contractor or any of its principals are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the contractor or its principals in the current “LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NONPROCUREMENT PROGRAMS” published by the U.S. General Services Administration Office of Acquisition Policy.

The prospective lower tier participant shall provide immediate written notice to the District if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Should the prospective lower tier participant enter into a covered transaction with another person at the next lower tier, the prospective lower tier participant agrees by accepting this agreement that it will verify that the person with whom it intends to do business is not excluded or disqualified.

Notwithstanding anything to the contrary, all persons or entities contracting with the District with any reimbursement using federal funds shall be bound by this certification and shall fully abide by and comply with the same.

Legal Reference: ESSA

Date of Adoption: [Insert Date]

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

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

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

Students: ~~Secondary Principal~~ [Name of Director], Director of Student Services [or other title], ~~105 North 9th PO Box 581~~ [Street Address], ~~Overland Park~~ [City], NE ~~66207~~ [Zip Code] ~~913-478-4174~~ (\_\_\_\_) \_\_\_\_-\_\_\_\_ ([Email Address]).

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

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

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

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

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

~~age, sex, or other protected category~~, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

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

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

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

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

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

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

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

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

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

## **2. Anti-retaliation:**

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

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

## **3. Grievance (or Complaint) Procedures:**

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

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

~~District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.~~

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

*i. Level 1 (Investigation and Findings):*

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

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

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation,

or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. ~~Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation.~~ If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, ~~when appropriate if necessary.~~

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

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

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

- a. A summary of the facts,
- ~~b. An analysis of the appropriate legal standards applied to the specific facts,~~
- ~~e.b.~~ Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- ~~d.c.~~ If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made ~~(see the Remedies section,~~

~~below, for additional information about remedies).~~ The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within ~~ten-one (101) working days~~ after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed ~~(victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.~~

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within ~~ten-five (105) working days~~ after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten-five (105) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at ~~a the next scheduled~~ Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by both the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) working days** after the party addresses the Board, receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Remedies:**

~~If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.~~

~~The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.~~

~~If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:~~

- ~~a. Providing an escort to ensure the complainant can move safely between classes and activities.~~
- ~~b. Ensuring the complainant and alleged harasser do not attend the same classes.~~
- ~~c. Moving the alleged harasser to another school or work area within the District.~~
- ~~d. Providing counseling services or reimbursement, if appropriate.~~
- ~~e. Providing medical services or reimbursement, if appropriate.~~
- ~~f. Providing academic support services, such as tutoring.~~
- ~~g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.~~

~~The District may provide remedies for the broader student population as well, including but not limited to:~~

- ~~a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.~~
- ~~b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.~~

- ~~e. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.~~
- ~~d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.~~
- ~~e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
  - ~~i. Know the school's prohibition against discrimination, harassment, and retaliation.~~
  - ~~ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.~~
  - ~~iii. Understand how and to whom to report any incidents of discrimination.~~
  - ~~iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.~~
  - ~~v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.~~~~
- ~~f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.~~
- ~~g. Conducting in conjunction with students or employees, a "climate check" to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.~~

~~In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.~~

**54. Confidentiality:**

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

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a

complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

~~At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.~~

**65. Training:**

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees. ~~Training for appropriate supervisors will include the following areas:~~

- ~~a. — The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.~~
- ~~b. — The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.~~
- ~~c. — Identification of the District's designated compliance coordinators and their job responsibilities.~~
- ~~d. — Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.~~
- ~~e. — Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.~~
- ~~f. — Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.~~

~~g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.~~

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

**76. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

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

**87. Preventive Measures:**

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

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

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

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

Date of Adoption: [Insert Date]

StudentsStudent Discipline

- A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.
1. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:
- a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
  - b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

- e. A student who on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
  3. Expulsion:
    - a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
    - b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
    - c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.

- d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
  - e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
  - f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.
4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
  - b. If the student’s conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers described above.

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

45. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.
- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.
1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
  2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.

3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.

14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
  - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
  - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
  - b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
  - c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
  - d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.
- D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.
1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
    - a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants, etc.) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
    - b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
    - c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
    - d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage "horse-play" or that would damage property (e.g. cleats).
    - e. Head wear including hats, caps, bandannas, and scarves.
    - f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double.
    - g. Clothing or jewelry that is gang related.
    - h. Students must wear shoes.
    - i. Visible body piercing (other than ears), body art, or body alterations that are disruptive to the learning environment or pose a safety risk.

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code. The student will be asked to change the offensive clothing or turn it inside out. If this is not possible, they will be asked to call home for new clothing or return home to correct the problem. Time missed will be made up in detention. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

2. Academic Integrity.

a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

b. Definitions: The following definitions provide a guide to the standards of academic integrity:

(1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

(a) Tests (includes tests, quizzes and other examinations or academic performances):

- (1) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
  - (2) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for “open book” tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
  - (3) Use of Other Student Answers: Copying or looking at another student’s answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student’s paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student’s answers on the test paper.
  - (4) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
  - (5) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student’s real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- (1) Use of Another’s Paper: Copying another student’s paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
  - (2) Re-use of One’s Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements

- of the present course or program without notifying the instructor to whom the work is presented.
- (3) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.
  - (4) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
  - (5) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.
- (c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.
- (2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:
    - (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
    - (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
  - (3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to

report a known act of cheating or plagiarism to the instructor or administration.

- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.
  - (2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
  - (3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension, or expulsion or removal from class with loss of credit and/or a failing grade. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

3. Electronic Devices

- a. Philosophy and Purpose. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices. Although Arlington Public Schools encourages the use of individual student devices but expects all student to adhere to school policy regarding technology use regardless of the device being used. Arlington Public School is not responsible for lost or stolen personally owned devices.
- b. Definitions.
- (1) "Electronic devices," include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.

- (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
  - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
  - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
  - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.
- c. Possession and Use of Electronic Devices.
  - (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
  - (2) Students are permitted to possess and use electronic devices before school hours, at lunch time in the cafeteria, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (4)(a). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.
  - (3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).
  - (4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student’s parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent’s condition).
- d. Violations
  - (1) Prohibited Use of Electronic Devices: Students shall not use electronic devices at any time or place for: (a) activities which

disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) .) or **otherwise transmitting images and/or sounds of another person or persons** without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) “sexting;” or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

(2) Disposition of Confiscated Electronic Devices: Electronic devices used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school’s main office to be identified, placed in a secure area, and returned to the student and/or the student’s parent/guardian in a consistent and orderly way.

(i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school’s main office and retrieves the electronic device.

(ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student’s parent/guardian personally comes to the school’s main office and retrieves the electronic device.

(iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student’s

parent/guardian personally comes to the school's main office and retrieves the electronic device.

(iv) Subsequent Violations: Students who are repeat offenders of this policy shall be subject to the imposition of any appropriate disciplinary action, which may include suspension and expulsion from school.

(3) Penalties for Prohibited Use of Electronic Devices: Students who send or encourage another to send a "sexting" message shall be subject to disciplinary action. Students who receive a "sexting" message are to report the matter to a school administrator and then follow the protocol outlined by administration or law enforcement agency. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion.

(4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:

1. 1st Offense: Student will be confronted and directed to cease.
2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified. Disciplinary action may be taken.
3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.

If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:

1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
2. Students in the hallway during class time must have a pass with them.
3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
4. Students are expected to bring all books and necessary materials to class. This includes study halls.
5. Assignments for all classes are due as assigned by the teacher.
6. Students are not to operate the mini-blinds or the windows.
7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
8. Students are to be in their seats and ready for class on the tardy bell.
9. Special classes such as Industrial Technology, Art, P.E., and computers courses will have other safety or clean-up rules that will be explained to you by that teacher which must be followed.
10. Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. Law Violations

1. ~~Cases of law violations or suspected law violations by students~~ Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement the police and to the student's parents or guardian as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made. The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.
2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the

principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

3. ~~In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it is the District's policy to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:~~
- ~~(a) — Knowingly possessing illegal drugs or alcohol.~~
  - ~~(b) — Aggravated or felonious assault.~~
  - ~~(c) — Vandalism resulting in significant property damage.~~
  - ~~(d) — Theft of school or personal property of a significant nature.~~
  - ~~(e) — Automobile accident.~~
  - ~~(f) — Any other behavior which significantly threatens the health or safety of students or other persons, and such other offenses which are required to be reported by law.~~

~~When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.~~

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

Date of Adoption:

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

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

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

Students: **Secondary Principal**, Director of Student Services, **Arlington**, NE 68002 (402) 478-4173 (~~{Email Address}~~).

~~Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_\_ ({Email Address}).~~

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

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

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

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

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or

- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

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

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

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

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

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

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt

and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

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

**2. Anti-retaliation:**

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

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

**3. Grievance (or Complaint) Procedures:**

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

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

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

*i. Level 1 (Investigation and Findings):*

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

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

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

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

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

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

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

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

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

*ii. Level 2 (Appeal to the Superintendent):*

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

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent’s determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent’s determination. The Board of Education will review the appeal, the Superintendent’s determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board’s next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board,

designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

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

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

**5. Training:**

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

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

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

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

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

**7. Preventive Measures:**

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

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

Date of Adoption: [Insert Date]

StudentsChild Abuse and Neglect

School employees shall promptly report to the appropriate law enforcement agency and the principal when they have reasonable cause to believe that a child has been subjected to abuse or neglect, including sexual abuse, or circumstances which reasonably would result in abuse or neglect. The principal will ensure that the report has been made ~~the matter~~ to the proper law enforcement agency or other agency as required by law.

This requirement shall apply to all school employees, including coaches and volunteers, participating in interstate amateur competition. The term “promptly” means “within a 24-hour period.”

Legal Reference:      Neb. Rev. Stat. §28-711  
                                 34 U.S.C. § 20341

Date of Adoption:

StudentsMarried/~~Pregnant~~ Students

Married students shall have the same educational opportunities in this school system as unmarried students. There shall be no discrimination on the basis of sex, marital status of any person, or the condition of being a parent. To enforce this prohibition, aggrieved persons shall use the District's anti-discrimination policies.

~~Further, school-age children who are pregnant, whether married or unmarried, shall be allowed to remain in school, and services for them shall be made a regular part of the school system. Any variation from their continuing in regular school classes shall be based upon their assessed needs. A pregnant girl may remain in her regular school program as long as her physical and emotional condition permits.~~

Legal References: Neb. Rev. Stat. §§ 79-2,114 to 79-2,124  
20 U.S.C. § 1681 (Title IX)

Date of Adoption: [Insert Date]

StudentsSearch and Seizures

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

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

The following rules shall apply to the search and the seizure of items in a student's possession or control.

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

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

1. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal drugs, firearm or dangerous weapon shall be confiscated and delivered to law enforcement as soon as practical.

2. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process may be removed from student possession.

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

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

Date of Adoption: [Insert Date]

Homeless Education Program

HOMELESS STUDENT ENROLLMENT INFORMATION & PLACEMENT REQUEST

Child's Name: (Last Name) (First Name) (M.I.) Birth Date: Grade

Parent/Guardian Name (Last Name) (First Name) (M.I.) Unaccompanied Youth ("Yes" or "No")

Current Address

Telephone Number: (If phone # not available, phone number of someone who can be contacted and their relationship, if any).

Information provided on this form is confidential.

1. Homeless Status

a. Do you live in any of these following situations?

- sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason (example: evicted from home, cannot afford housing, etc.)
in a motel, hotel, campground or similar setting due to lack of alternative adequate accommodations
in emergency or transitional shelters such as domestic violence or homeless shelters or transitional housing shelter or agency
have a primary nighttime residence that is a place not designed for or ordinarily used as a regular sleeping accommodation for humans
in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
None of the above.

b. How long do you anticipate living in current location?

2. School Most Recently Attended

School: (School Name) (City) (State)

Dates of Attendance: to

Grade level when last attended:

3. Eligible for any of these educational and school related activities and services?

Special Education (IDEA) If yes, please identify disability and special education services previously provided :

- English Language Learners (ELL)  Gifted  Vocational Education
- Other \_\_\_\_\_

4. Possible Barriers to Education

- No Birth Certificate  No immunizations or other medical records
- No School Records  Transportation  School Selection
- Other issues/barriers \_\_\_\_\_

5. Requested Services and Activities to be Provided by Homeless Student Program

- Obtaining or transferring records necessary for enrollment
- Emergency assistance related to school attendance
- Expedited evaluations
- Transportation  Clothing to meet a school requirement  School supplies
- Early childhood program  Tutoring or other instructional support
- Before/after-school, mentoring, summer programs
- Referrals for medical, dental, or other health services
- Referral to other programs/services
- Assistance with participation in school programs
- Parent education related to rights/resources
- Coordination between schools and agencies
- Counseling  Addressing needs related to domestic violence
- Staff professional development/awareness
- Other \_\_\_\_\_

6. Placement

a. School placement requested by parent/guardian or unaccompanied youth:

\_\_\_\_\_

b. Reason(s) for Request: \_\_\_\_\_

\_\_\_\_\_

c. Name of "School of Origin" \_\_\_\_\_

(School of Origin means the school that the child attended when permanently housed or the school in which the child was last enrolled).

Enrollment Date \_\_\_\_\_

Has student been withdrawn? \_\_\_\_\_

If so, what was the withdraw date? \_\_\_\_\_

d. Distance from:

i. Residence to the school of origin (miles): \_\_\_\_\_

ii. Residence to the school requested (if not school of origin): \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian or Unaccompanied Youth's signature

\_\_\_\_\_  
Date

Children living in homeless situations have certain rights under the McKinney-Vento Homeless Assistance Act. Please contact the Homeless Coordinator with any questions.

**WRITTEN NOTIFICATION OF ENROLLMENT/PLACEMENT DECISION FOR HOMELESS STUDENT**

Child's Name: \_\_\_\_\_

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
( Name) (Name)

After reviewing your request to enroll the child, the determinations are as follows:

**Homeless student program eligibility:**

- \_\_\_\_\_ Child does not qualify under the homeless student program.
- \_\_\_\_\_ Child qualifies under the homeless student program. This determination was based upon: \_\_\_\_\_

**Placement** (if enrolled under the homeless student program) was made based on best interest of the student. The placement will be at: \_\_\_\_\_  
( Name)

Explanation for this determination (if not school of origin or the choice of parent/guardian or unaccompanied youth, give detail): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are not satisfied with the determinations, you have the right to use the dispute resolution process. Contact the Homeless Coordinator and complete a Dispute Resolution Form.

Notices:

- The student has the right to be immediately admitted in the school in which enrollment is sought pending resolution of the dispute.
- You may contact the ~~state coordinator:~~ Nebraska Commissioner of Education  
~~Education Specialist & Homeless Education / NCLB Programs~~  
Nebraska Department of Education  
[matt.blomstedt@nebraska.gov](mailto:matt.blomstedt@nebraska.gov)  
Telephone: (402) 471-~~1419~~ ~~Faeximile:~~ (402) 742-2371/5020
- You may seek the assistance of advocates or attorneys.

\_\_\_\_\_  
Administrator Date

Written Notification Form was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

**Homeless Education Program  
DISPUTE RESOLUTION FORM**

This form should be completed when a dispute arises over school enrollment/placement.

Child's Name: \_\_\_\_\_

Person completing form: \_\_\_\_\_  
(Name) (Relation to Student)

I may be contacted at (address/phone/e-mail): \_\_\_\_\_

I wish to dispute the following decision: \_\_\_\_\_

The decision I am disputing was wrong because (give detailed information in support of your position and use an attachment if necessary): \_\_\_\_\_

Persons who have information to support my position (include contact information): \_\_\_\_\_

I request that the following action be taken on this dispute: \_\_\_\_\_

Parent or Guardian or Unaccompanied Youth's signature \_\_\_\_\_

Date \_\_\_\_\_

**-----For School Use-----**

Date received by Homeless Coordinator \_\_\_\_\_

**-----Determination of Homeless Coordinator-----**

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
(Name) (Name)

After reviewing the information relevant to your dispute my determination is as follows:

Explanation for this determination: \_\_\_\_\_

Notice of Right to Appeal: If you are not satisfied with the determination on this dispute, you have the right to appeal as provided for in the Nebraska Department of Education Rule 19. The appeal is to be filed with the Commissioner of Education within 30 calendar days of receipt of this decision. For information about an appeal you may contact ~~the state coordinator~~:

Nebraska Commissioner of Education  
~~NCLB Programs~~

~~Specialist & Homeless Education /~~

Nebraska Department of Education

[matt.blomstedt@nebraska.gov](mailto:matt.blomstedt@nebraska.gov)

Telephone: (402) 471-~~1419~~ Facsimile: ~~(402) 471-0117~~5020

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

The Determination of the Homeless Coordinator on this dispute was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

InstructionAssessments—Academic Content Standards

The Board of Education adopts the academic content standards of the State Board of Education (“State Board”). The adoption of the academic content standards includes the:

Language Arts standards that were adopted by the State Board in September, 2014;

Mathematics standards that were approved by the State Board in September, 2015;

Science standards that were adopted by the State Board in ~~November, 2010~~ September 2017; and

Social Studies standards that were adopted by the State Board in December, 2012.

Unless other action is taken, the Board of Education adopts the standards of the State Board as such standards are subsequently adopted or amended by the State Board.

The administration shall be responsible for implementing assessments on the state standards in accordance with the procedures established by the State Board and the Department of Education, including conducting assessments in the same subject areas and the same grade levels as established in the state standards, and the reporting of scores and sub-scores.

This policy does not supersede the existing standards adopted by the Board of Education except as set forth herein.

Legal Reference: Neb. Rev. Stat. §§ 79-760 to 79-760.05

Date of Adoption:

InstructionReading Instruction and Improvement

The District shall develop its curriculum to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. In doing so, the District will ensure that all teachers for kindergarten through grade three should be effective reading teachers as evidenced by (a) evaluations based on classroom observations and student improvement on reading assessments or (b) specialized training in reading improvement. Each student and his or her parents or guardians will be informed of the student's reading progress. It is the District's intent that each student in the District be able to read at or above grade level by third grade.

For school year 2019-20 and each school year thereafter, the District shall administer an approved reading assessment three times during the school year to all students in kindergarten through grade three, except for any student receiving specialized instruction for limited English proficiency who has been receiving such instruction for less than two years, any student receiving special education services for whom such assessment would conflict with the individualized education plan, and any student receiving services under a plan pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 or Title II of the Americans with Disabilities Act, for whom such assessment would conflict with such section 504 or Title II plan. The first administration of such assessment for each such school year shall occur within the first thirty days of the school year.

Any student in kindergarten, grade one, grade two, or grade three shall be identified as having a reading deficiency if such student performs below the threshold level determined pursuant to the Reading Intervention Act. A student who is identified as having a reading deficiency pursuant to the Reading Intervention Act shall remain identified as having a reading deficiency until the student performs at or above the threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act shall prohibit the District from identifying any other student as having a reading deficiency.

The District will provide a supplemental reading intervention program for the purpose of ensuring that students can read at or above grade level at the end of third grade. The District may work collaboratively with a reading specialist at the State Department of Education, with educational service units, with learning communities, or through interlocal agreements to develop and provide such supplemental reading intervention programs. Each supplemental reading intervention program shall:

- (a) Be provided to any student identified as having a reading deficiency;
- (b) Be implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
- (c) Make available a summer reading program each summer for any student who has been enrolled in grade one or higher and is identified as continuing to have a reading deficiency at the conclusion of the school year preceding such summer reading program. Such summer reading

program may be held in conjunction with existing summer programs in the school district or in a community reading program not affiliated with the school district or may be offered online.

(2) The supplemental reading intervention program may also include:

- (a) Reading intervention techniques that are based on scientific research and best practices;
- (b) Diagnostic assessments to frequently monitor student progress throughout the school year and adjust instruction accordingly;
- (c) Intensive intervention using strategies ~~selected from the following list~~ to match the weaknesses identified in the diagnostic assessment:
  - (i) Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
  - (ii) Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
  - (iii) Daily targeted individual or small-group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;
- (d) Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
- (e) Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

The school of any student who is identified as having a reading deficiency shall notify such student's parents or guardians either in writing or by electronic communication no later than fifteen working days after the identification of the reading deficiency that the student has been identified as having a reading deficiency and that an individual reading improvement plan will be established and shared with the parents or guardians.

Any student who is identified as having a reading deficiency shall receive an individual reading improvement plan no later than thirty days after the identification of such reading deficiency. The reading improvement plan may be created by the teacher, the principal, other pertinent school personnel, and the parents or guardians of the student and shall describe the reading intervention services the student will receive through the supplemental reading intervention program pursuant to ~~this Policy, section 24 of this act to remedy such reading deficiency.~~ Each such student shall receive reading intervention services through the supplemental reading intervention program pursuant to ~~this Policy, section 24 of this act~~ until the student is no longer identified as having a reading deficiency.

Legal Reference: Nebraska Reading Intervention Act

Date of Adoption: [Insert Date]

InstructionParental and Family Involvement in Title I Programs

Arlington Public Schools commits to meeting all requirements of the ESSA as they apply to all Title I programs conducted within the District. This Policy and all procedural steps included in the implementation of this Policy have been developed jointly with parents and family members and will be reviewed, evaluated regarding its effectiveness, and updated annually at a scheduled meeting for this purpose, held at a convenient time for staff, parents, and family members. Parents and family members are encouraged to provide input into such review, evaluation and possible revisions. This Policy will be distributed to all parents and family members annually, in a language that parents and family members can understand.

The District recognizes the unique needs of students who are being served through the Title I Program and stresses the importance of parental and family member involvement in the academic success of their children. Opportunities will be provided for parent and family member involvement in their child's education in the following manner:

1. Parents and family members will be involved in the planning, review, and improvement of the Parental and Family Involvement Policy and School/Parent Compact through at least one annual meeting held at a convenient time.
  - An annual meeting will be held with parents and family members to inform them about the child's participation in the Title I Program, explaining what Title I is and the requirements associated with it. This meeting is held each fall.
2. The District will strive to increase opportunities that will help build the capacity for strong parental and family member involvement in all aspects of the District's programs.
  - The school district will build capacity through workshops, meetings, volunteer opportunities within the school and materials providing assistance to parents and family members of children served by the school(s).
3. Parents and family members will be provided timely information regarding the District's curriculum, academic assessments used, and proficiency levels expected of all students through a variety of communication methods utilized by the District to inform and involve parents and family members as a partners in the participating child's academic success.
  - This will be done through the student handbook, curriculum nights, parent teacher conferences, report cards and progress reports along with frequent newsletters.

4. Parents and family members will be provided opportunities to participate, as appropriate, in decisions relating to the education of their children regarding such matters as curriculum, assessments and student performance standards as well as the planning of effective parental and family member involvement activities.
  - This will include the development of the District's School Improvement Plan, Title I Targeted Assistance Self-Review document, as well as participating in the Parent and Family Member Advisory Board, PTA and completing an annual climate survey. Activities are specific to the elementary building and designed to accommodate family needs. These may include activities such as; math night, reading night, workshops for parents, family members, etc.
5. The District will coordinate and integrate parental and family member involvement programs and activities with other community programs.
  - These may include programs such as: Title III and Migrant programs, Home Instruction Programs for Preschool Youngsters, YMCA, public library, public preschools, etc.
6. Parents and family members will be provided assistance, opportunities, and/or materials to help them understand the topics relating to their children's academic achievement in a format, and when feasible, in a language they can understand. This includes participation of parents and family members with limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children.
  - These opportunities will be provided by the school staff through a variety of means of communication such as parent-teacher conferences, handbooks, progress reports, newsletters and other school publications.
7. The District will conduct an annual evaluation of the content and effectiveness of the parental and family member involvement policy.
  - A survey of parents and family members is conducted to determine if their needs have been met and barriers prohibiting their participation in their child's education have been identified and reduced.

Date of Adoption: August 8, 2016

Reviewed: March 13, 2017

InstructionTitle I Parental and Family ~~Involvement~~Engagement Policy

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

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

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

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

Date of Adoption: [Insert Date]

Internal Board Policies - Board MembersCoffee Act Policy (Reimbursable Expenses)

- A. Board members, employees or volunteers of the school district are expected to maintain effectiveness by being well informed on educational and related issues and are encouraged to diligently perform their required duties, attend educational workshops, conferences, training programs, official functions, hearings or meetings which are necessary to perform required duties, sponsored by the school district or State and national educational organizations or which are otherwise in the best interests of this school district as follows:
1. Board members as a result of this policy are hereby given prior approval by this school Board and upon approval by the Superintendent or the Superintendent's designee are specifically authorized to attend such functions without additional or further approval by the school Board unless otherwise so determined and the school district shall pay the registration costs, tuition costs, fees or charges for such functions along with actual travel expenses, if travel is by commercial or charter means or if a personal automobile is used, mileage shall be allowed at the rate provided by law with meals and lodging to be reimbursed based upon substantiated costs actually and necessarily incurred or applicable Federal Rates. Reimbursement for using a personal vehicle will be allowed only if there was no school vehicle available for the trip or if it was deemed by the Superintendent that it is prudent to use a personal vehicle.
  2. Employees and volunteers are authorized to attend such functions upon prior approval by the Superintendent or the Superintendent's designee and the school district shall pay registration costs, tuition costs, fees or charges for such functions along with actual travel expenses, if travel is by commercial or charter means or if a personal automobile is used, mileage shall be allowed at the rate provided by law with meals and lodging to be reimbursed based upon substantiated costs actually and necessarily incurred or applicable to Federal rates. Reimbursement for using a personal vehicle will be allowed only if there was no school vehicle available for the trip or if it was deemed by the Superintendent that it is prudent to use a personal vehicle.
- B. Payment or reimbursement for expenses incurred by Board members, employees or volunteers as otherwise specifically permitted by law shall also be allowed as provided by such law.

- C. Since it is hereby determined to be important and in the best interest of this school district to recognize service by Board members, employees and volunteers, the school Board hereby authorizes the President, Superintendent or the Superintendent's designee to determine when and to whom plaques, certificates of achievement, flowers or other items of value should be granted provided that no such plaque, certificate, flowers or other item of value to be awarded shall cost more than \$50.00. With the exception of retirement gifts to employees of 20 years or more service who are given a gift card of \$100.
- D. School Board members are not paid members and when appropriate because of the timing, length or other factors, sandwiches or meals may be provided to School Board members, employees and volunteers attending public meetings or in other appropriate or necessary situations such as joint meetings with other governing bodies.
- E. That non-alcoholic beverages, cookies or other similar items may be provided to individuals attending public meetings, private meetings, discussions or public or private conferences as determined necessary or appropriate by the Superintendent or the Superintendent's designee to be in the best interest of this school district.
- F. Non-alcoholic beverages and meals may be provided for individuals while performing or immediately after performing relief, assistance or support activities in emergency situations or during or immediately following their participation in any activity approved by the School Board.
- G. In addition to the other matters covered and allowed by this policy, one recognition dinner each fiscal year may be held for Board members, employees or volunteers provided the maximum cost per person, which is hereby established for such dinner shall not exceed ~~\$25.00~~ **\$50.00** and further provided that such annual dinner may be held separately for employees of each department or separately for volunteers or any of them in combination.
- H. The authority necessary to carry out the provisions of this policy should be and is hereby delegated from the School Board to the designated officials so indicated herein.
- I. Nothing in this policy shall authorize the expenditure of public funds to pay for any expenses incurred by a spouse of a Board member, employee or volunteer unless the spouse is also a Board member, employee or volunteer.

Legal Reference: §§13-2201 to 13-2204

Date of Adoption:

Community RelationsRecording of Others

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either (1) the person or persons being recorded or whose image or sound is being transmitted or (2) the Superintendent or Superintendent's designee. This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to District-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

Legal Reference: Neb. Rev. Stat. § 86-290  
Letter to Anonymous, 40 IDELR 70 (OSEP 2003)

Date of Adoption: [Insert Date]

Board of Education Workshop Minutes  
Sunday, June 10, 2018  
4 p.m. Central

Elementary Multipurpose Gym  
705 North 9<sup>th</sup> Street  
Arlington, NE 68002

1. Workshop Called to Order and Roll Call

President Matt O'Daniel called the meeting to order at 4:04 p.m. indicating that this was an official meeting of the board of education and as such would comply with the open meetings law as posted. Also present for this workshop were administrative staff Lynn Johnson, Aaron Pfingsten, Jacque Morgan, and Nichole Fairhead as well as 37 invited participants.

1.1 Pledge of Allegiance

2. Welcome to Invitee's and Introduction

Board President Matt O'Daniel expressed his thanks and appreciation to all of the participants on behalf of the board of education. He introduced the administrative staff and the facilitator for the meeting, Dr. Larry Dlugosh.

3. Presentation of Current Reality

The administrative staff prepared and presented a power point presentation that captures information about the current reality of Arlington Public Schools. They entertained questions during the presentation.

4. Engagement Sessions Facilitated by Dr. Larry Dlugosh

Dr. Larry Dlugosh facilitated the next few hours of the workshop. The participants were divided into five groups that were presented with questions that were to serve as a prompt that would create dialogue, interaction, and listing of ideas. Each group had representatives from the administration and the board of education on hand to help answer their questions. After designated period of times, each group reported out their resulting ideas to the rest of the participants. This process was repeated for a second prompt question. The participants were provided a working box meal.

5. Adjournment

The workshop was adjourned at 8:35 p.m.

\_\_\_\_\_  
Matt O'Daniel, Board President

\_\_\_\_\_  
Lynn Johnson, Board Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Board of Education Regular Meeting Minutes  
Monday, June 11, 2018  
7:00 p.m. Central

HS Conference Room  
705 North 9<sup>th</sup> Street  
Arlington, NE 68002

## 1. OPENING PROCEDURES

### 1.1 Call Meeting to Order

President Matt O'Daniel called the meeting to order at 7:00 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 were Superintendent Lynn Johnson, High School Principal Aaron Pfingsten, Elementary Principal Jacque Morgan, 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 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

## 2. WELCOME TO GUESTS AND PUBLIC FORUM

Kathy Rhea addressed the board with concerns regarding the consistency in offering advanced placement classes for college credits. Policy should be if we offer a class, we offer it year in and year out. We are a prime area and should be able to hire teachers qualified to teach those classes. She inquired if we notified students and parents when dual option courses change.

2.1 Dan Douglas will address the board regarding concerns related to class ranking and weighting for advanced classes.

Dan Douglas addressed the board regarding what he referred to as a 'loop hole' in the grading system. Traditional classes are given the same weight in calculating GPA and class ranking as honors classes. He has discussed this with administrators and asked them to consider weighting honor classes. He wanted to bring it to the board's attention as well. Board Member Bruce Scheer requested we add this as an agenda discussion item for July.

## 3. SUPERINTENDENT'S REPORT

### 3.1 Discuss and Consider NPERS audit.

Superintendent Johnson reviewed with the board the results of the recent Nebraska Retirement System audit.

### 3.2 Enrollment Figures

Board requested an annual report comparing enrollment figures from year to year similar to the chart presented at the Facility Planning Meeting. They asked that the enrollment reports for the board of education meetings be a continuous spreadsheet with the format of each worksheet page representing a school year and in the form presented at this meeting. The report would allow the board to be able to see trends over the years. Superintendent Johnson and Principal Morgan reviewed enrollment figures. The 18-19 kindergarten class enrollment is currently at 53 students which is an increase of nine students since March. The recent sale of homes in the city has created this opportunity. The administration presented two options on how to best manage this size of class. Both options included adding staffing at either part-time or full-time status. The board indicated that they would support the course of action that administration felt best.

### 3.3 Update on Summer Projects

Superintendent Johnson presented a chart showing the projects that the maintenance crew are addressing as well as the summative needs projects being addressed this summer. The big playground project will be delayed due to not getting approved for the DEQ grant. It was suggested by the DEQ representative that most DEQ grants are awarded after completion. The district will proceed with the resurface project for the small playground as approved last month. It is anticipated that we will receive 25% reimbursement on that project upon completion and submittal of required paperwork. Assuming that goes according to plan, we will look to install rubber crumb on the large playground next summer and again apply for DEQ grant following completion. The small playground project is slated to begin in late July and should take less than a week.

## 4. COMMITTEE AND REPRESENTATIVE REPORTS

4.1 Americanism/Education Evaluation: No report

4.2 Buildings and Grounds Committee

Meeting was held in May and facilities planning list was discussed.

4.3 Finance Committee: No report

4.4 Negotiations Committee: No report

## 5. UNFINISHED BUSINESS

5.1 Discuss, Consider and Take Necessary Action to approve the purchase of property at 720 W Elkhorn Street, Arlington (a.k.a. Bell Creek Trucking).

Matt O'Daniel summarized that at the recent special board meeting, the board authorized Superintendent Johnson to enter into a purchase agreement that was to include two contingencies. Both of those contingencies (necessary fire code updates and appraisal) have been satisfied. Kevin Kermeen, with Washington County Real Estate, served as a broker for the district at no cost. This resulted in a huge savings to both the district and the seller. Matt asked for each board member to express their thoughts on moving forward with the purchase. Luanne Sundberg inquired as to whether the property would be used for storage of vans and maintenance equipment as well as buses to eliminate congestion around the building. Superintendent Johnson shared that she thought that would work since there is ample space. Teri O'Flaherty expressed that we should move forward noting that the appraisal was higher than the purchase price and the property will likely retain its value if the district wants to consider something else in the future and needs to sell and expressed it was something that we need with some immediacy. Bruce Scheer agreed with statements made by O'Flaherty and that he was concerned because we did not have an attractive plan B and moving all of our inventory would be a concern and he was glad that the deputy fire marshal indicates that we are grandfathered in on codes since use of the structure remains the same. Shanon Willmott said her concerns and questions have been addressed so she is on board. Matt O'Daniel shared that a formal appraisal done by an independent party came back at \$500,000 and the motion will state that the purchase price is \$475,000. He shared that he struggled some with this price but in light of the fact that the district has enjoyed the use of this space at no charge for many years and that we know Fort Calhoun built a structure similar in size for upwards of \$500,000 which didn't include the cost of the land. Construction costs are always more than one thinks. Jessi Scheer refrained from any comments or taking action based on a conflict of interest. Lynn Johnson shared that the board did their due diligence in ascertaining that owners of some particular parcels of land were not ready to sell at this time. Luanne asked for clarification as to whether this included all the lots owned by Bell Creek or just the lot with the building on it. It

was stated by Mrs. Johnson that the district is purchasing the building and the lot it sits on. Motion to approve the resolution which authorizes the purchase of property at 720 W Elkhorn, Arlington NE in the amount of \$475,000 as presented passed with a motion by Teri O'Flaherty and a second by Matt O'Daniel.

Jessica Scheer: Abstain (With Conflict), Matt O'Daniel: Yea, Teri O'Flaherty: Yea, Bruce Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

5.2 Discuss, Consider and take necessary action to adopt amendment to Policy 6270 and new Administrative Regulation 6270 on second reading.

Motion to adopt amendment to Policy 6270 and new Administrative Regulation 6270 on second reading as presented passed with a motion by Matt O'Daniel 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

5.3 Discuss, Consider and Take Necessary Action to approve the implementation of a Student Assistance Program and an Employee Assistance Program with Arbor Family Counseling.

Lynn Johnson shared that this information was the same as what was discussed last month. Luanne Sundberg asked what the cost would be and the response was that the district would budget for 700 students and 103 employees with final numbers being determined at the start of school. The approximate cost will be \$5,695 for student program and \$1,545 for employee program. Teri O'Flaherty shared that this was a concern expressed by many groups at the facility planning meeting on Sunday. Jessi Scheer asked if we would be able to track the usage? Lynn Johnson shared that this is tracked and there are quarterly meetings with the director to discuss the program. We may want to budget some money to bring counselors to the building to address situations where students can't get to them. We can track progress and then reevaluate in a year or two. Shanon Willmott shared that even if parents do not take their kids in, we are still able to call the counselors and get information and ideas on how we can help the students plus as clients we are assured timely service.

Motion to approve a contract with Arbor Family Counseling for a Student Assistance Program and Employee Assistance Program estimated cost of \$7,500 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

5.4 Discuss and Consider appointment of board member to fill probable vacancy.

The resignation of Terri O'Flaherty will be officially accepted at the July Board meeting. This is her last meeting as a board member due to her relocation out of the district June 15th. At the last regular board meeting, the board tasked Superintendent Johnson to contact past board members who served in the past 5-7 years. The board was pleased that two persons have expressed a willingness to serve in this capacity and a committee of three board members will do interviews to determine a replacement who will fill the last six months of O'Flaherty's term. The November election will determine who will be seated to a full term in January of 2019.

## 6. NEW BUSINESS

6.1 Discuss, Consider and Take Necessary Action to adopt Policy 5416 Student Fees and Student Fees Appendix.

President O'Daniel opened a public hearing to received input from the public on the student fees policy at 8:20 p.m. and receiving no input, the hearing closed at 8:21 p.m.

Motion to approve Policy 5416 Student Fees as presented for the 2018-2019 school year, inclusive of Appendix 1 passed with a motion by Teri O'Flaherty and a second by Matt O'Daniel.

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

6.2 Discuss, Consider and Take Necessary Action to reaffirm Policy 6400 Parental Involvement.

President O'Daniel opened a public hearing to received input from the public on the parental involvement policy at 8:23 p.m. and receiving no input, the hearing closed at 8:24 p.m.

Motion to reaffirm Policy 6400 Parental Involvement as presented 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

6.3 Discuss, Consider and Take Necessary Action to purchase and implementation of live streaming video (STRIV).

James Shada reviewed the STRIV program which will allow the school to stream some events live for the public. An example of events that could be live streamed would be graduation, sporting events, and honors nights. Musical programs could not be streamed due to the prohibitive cost of paying royalties. Liv streaming will be part of the requirements for the media broadcasting class. A sponsor will be needed for this activity.

Motion to approve the purchase and implementation of STRIV live streaming software passed with a motion by Matt O'Daniel 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

6.4 Discuss, Consider and Take Necessary Action to approve a sponsor position for multimedia and live streaming video production.

James Shada informed the board they do have a person in mind for the sponsorship position at a cost of approximately \$2,000.

Motion to approve the sponsor position on the extra-duty schedule for multimedia and live streaming video production 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, Jessica Scheer: Yea, Luanne Sundberg: Yea, Shanon Willmott: Yea

6.5 Discuss, Consider and Take Necessary Action to approve an extracurricular position for Assistant Junior High Cross Country Coach.

Lynn Johnson reviewed the cross country participation numbers of 30 to 40 students and addressed the need for adding a junior high assistant coach. Luanne Sundberg requested a comparison to other coaches in category G. Matt O'Daniel indicated that could be done at another time. Lynn Johnson clarified that discussion about the master agreement belongs in negotiations not a public meeting.

Motion to approve an extracurricular position for Assistant Junior High Cross Country Coach passed with a motion by Matt O'Daniel and a second by Jessica Scheer.

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

6.6 Discuss, Consider and Take Necessary Action to approve the purchase of a used baseball scoreboard.

James Shada shared that on further review of the age and condition of the scoreboard, it was not deemed to be a good investment and withdrew it from consideration. Mr. Shada will bring the purchase of a different scoreboard to the buildings and grounds committee for consideration of best options.

6.7 Discuss, Consider and Take Action to approve quote for casework in classrooms.

Mrs. Johnson informed the board that the buildings and grounds committee has identified the need to put casework in elementary rooms that currently have none. The committee was undecided about how many rooms to tackle this summer. This will be paid for out of the depreciation fund. Jessi Scheer shared that it would cost \$48,000 to do all three rooms but we know that two of the rooms will be used this year as classrooms and maybe the 3rd kindergarten room also and favored doing all three now. Luanne Sundberg expressed that we could approve two now and then consider the third room in July when we know what direction we are going with kindergarten class configuration.

Motion to approve the purchase of casework for two classrooms in the amount of \$32,000 from Cartwright Construction as presented passed with a motion by Bruce Scheer 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

6.8 Discuss, Consider and Take Necessary Action to approve the 2018-2019 Handbooks: preschool, elementary and secondary student/parent/guardian, coaches/sponsors, staff, and support staff handbooks.

Luanne Sundberg suggested that wrestling mats should be listed specifically on page 37 of the coaches/sponsors handbook where track, playing fields, and weight rooms are identified and that she could not find a job description for Skills USA. James Shada shared that he thinks item #4 covers mats adequately. Teri O'Flaherty suggested and Shanon Willmott clarified that adding the words 'and surfaces' to that sentence would suffice.

Motion to approve the 2018-2019 elementary and secondary student/parent/guardian handbooks, staff handbooks, preschool, support staff handbooks as amended passed with a motion by Matt O'Daniel 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

6.9 Discuss and Consider the Annual Activities Report.

James Shada, Athletic Director, reviewed the report and our high participation numbers. Mr. Shada thanked the administrators who helped to cover 176 events throughout the school year.

6.10 Discuss and Consider Policy on Residency

Superintendent Johnson presented policies and proof of residency documents prepared by lawyers. Matt O'Daniel suggested these be brought back next month for action.

6.11 Discuss, Consider and Review Policy 5415 Anti-Bullying.

No changes to policy.

## 7. CONSENT AGENDA

Motion to approve the consent agenda as presented 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

Matt O'Daniel presented Teri O'Flaherty with a plaque recognizing and thanking her for her 4 1/2 years of service on the board and for the students of the district.

7.1 Minutes of the Previous Board Meeting(s): May 14, 2018 Regular Board Mtg. Minutes and May 28, 2018 Special Board Mtg. Minutes

7.2 Monthly Financial Reports

7.3 Claims (Check Register)

7.4 Special Fund Transfers

7.5 Hot Lunch Report

7.6 Activity Report

8. EXECUTIVE SESSION

9. ACTION ON EXECUTIVE SESSION ITEMS

10. ADJOURNMENT

President Matt O'Daniel adjourned the meeting at 9:18 p.m.

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Matt O'Daniel, Board President

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Lynn Johnson, Board Secretary

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Date

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Date

**BUDGET MONITORING 2017-2018**

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

<b>Receipts</b>	<b>2016-2017</b>	<b>2017-2018</b>
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	937,892.06	1,001,169.50
February	589,278.44	601,707.55
March	362,400.77	458,610.93
April	609,008.44	466,808.35
May	2,213,495.17	2,309,718.83
June	792,629.57	689,235.01
July		
August		
<b>RECEIPTS TO DATE</b>	<b>8,068,215.69</b>	<b>8,418,907.52</b>

<b>Disbursements</b>	<b>2016-2017</b>	<b>2017-2018</b>
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	531,329.90	572,346.33
February	569,782.82	579,818.38
March	559,606.91	572,236.03
April	654,923.33	606,839.92
May	670,637.50	593,671.19
June	616,157.52	585,219.44
July		
August		
<b>DISBURSEMENT TO DATE</b>	<b>5,933,825.83</b>	<b>5,886,816.00</b>

<b>BUDGET</b>		
Gen. Minus SpEd/Grants	7,614,127	7,711,030 60.11% Expended
General SpEd	927,483	1,014,574 71.00% Expended
Gen. SpEd Transportation	28,511	28,512 9.34% Expended
General Grants	256,878	259,627 91.70% Expended
Sub Total	8,826,999	9,013,743
Total Lunch Fund Expend.	408,107	410,400 73.25% Expended
<b>Total</b>	<b>9,235,106</b>	<b>9,424,143</b>

<b>PERCENTAGE OF TOTAL BUDGET</b>		
<b>EXPENDED TO DATE</b>	<b>64.25%</b>	<b>62.47%</b>

JUNE 2018 MONTHLY SUMMARY REPORT

SITE	BUDGET	MTD	YTD	BUDGET BALANCE	% SPENT
100 ELEMENTARY					
1110 REGULAR INSTRUCTION	\$1,399,820.00	106,016.60	1,094,475.60	\$305,344.40	78.19%
1210 SPECIAL EDUCATION	\$685,954.00	54,436.68	527,379.53	\$158,574.47	76.88%
1290 PRE-SCHOOL	\$10,818.00	185.93	2,413.10	\$8,404.90	22.31%
2120 GUIDANCE	\$82,922.00	5,364.50	55,172.86	\$27,749.14	66.54%
2210 STAFF DEVELOPMENT	\$14,100.00	0.00	2,252.32	\$11,847.68	15.97%
2212 CURRICULUM	\$21,885.00	1,369.00	13,970.98	\$7,914.02	63.84%
2220 LIBRARY SERVICES	\$72,223.00	6,082.46	62,076.10	\$10,146.90	85.95%
2410 PRINCIPAL	\$162,089.00	11,369.38	110,436.00	\$51,653.00	68.13%
2760 SPECIAL ED TRANSPORTATION	\$12,302.00	131.88	1,419.91	\$10,882.09	11.54%
TOTAL ELEMENTARY	\$2,462,113.00	184,956.43	1,869,596.40	\$592,516.60	75.93%
SECONDARY					
1110 REGULAR INSTRUCTION	\$2,321,492.00	170,107.19	1,724,735.85	\$596,756.15	74.29%
1210 SPECIAL EDUCATION	\$328,620.00	20,910.55	192,938.94	\$135,681.06	58.71%
2120 GUIDANCE	\$117,294.00	9,610.26	95,900.25	\$21,393.75	81.76%
2210 STAFF DEVELOPMENT	\$3,000.00	0.00	2,147.87	\$852.13	71.60%
2212 CURRICULUM	\$28,971.00	1,369.00	13,970.98	\$15,000.02	48.22%
2220 LIBRARY SERVICES	\$50,063.00	3,844.10	39,599.46	\$10,463.54	79.10%
2410 PRINCIPAL	\$309,562.00	21,826.87	216,614.83	\$92,947.17	69.97%
2760 SPECIAL ED TRANSPORTATION	\$7,000.00	0.00	0.00	\$7,000.00	0.00%
TOTAL SECONDARY	\$3,166,002.00	227,667.97	2,285,908.18	\$880,093.82	72.20%
300 DISTRICT WIDE					
1111 TECHNOLOGY	\$188,716.00	13,671.26	158,536.01	\$30,179.99	84.01%
1160 POVERTY PLAN/LEP	\$45,378.00	4,670.00	45,016.93	\$361.07	99.20%
2130 HEALTH SERVICES	\$58,911.00	5,945.55	61,305.30	-\$2,394.30	104.06%
2150 SAFETY & SECURITY	\$6,000.00	237.41	6,858.25	-\$858.25	114.30%
2310 BOARD OF EDUCATION	\$34,600.00	2,701.60	22,002.18	\$12,597.82	63.59%
2320 SUPERINTENDENT	\$325,516.00	23,133.27	222,603.25	\$102,912.75	68.38%
2330 LEGAL	\$25,342.00	1,170.00	6,358.00	\$18,984.00	25.09%
2510 GENERAL BUSINESS SUPPORT	\$36,797.00	8,139.27	27,275.01	\$9,521.99	74.12%
2520 OTHER VEHICLES	\$46,108.00	4,412.01	12,679.18	\$33,428.82	27.50%
2610 OPERATION OF PLANT	\$603,045.00	39,156.11	383,889.15	\$219,155.85	63.66%
2620 MAINTENANCE	\$1,397,084.00	2,815.88	59,865.16	\$1,337,218.84	4.29%
2750 REGULAR TRANSPORTATION	\$321,294.00	16,717.74	185,208.50	\$136,085.50	57.64%
TOTAL DISTRICT WIDE	\$3,088,791.00	122,770.10	1,191,596.92	\$1,897,194.08	38.58%
300 GRANTS DISTRICT WIDE					
3121/3504/3500 STATE PROGRAMS	\$14,682.00	5,189.89	12,095.89	\$2,586.11	82.39%
4200 TITLE I/II/ACCTOUNTABILITY	\$70,600.00	6,281.05	58,558.08	\$12,041.92	82.94%
2765 Preschool Transportation	\$9,210.00	159.61	1,242.71	\$7,967.29	13.49%
4402/04-06-12-10 IDEA GRANT	\$145,196.00	11,228.47	103,505.07	\$41,690.93	71.29%
4990/4992 KICKS/PERKINS/ED/WALK/CORP/REA	\$29,149.00	8,002.33	63,922.62	-\$34,773.62	219.30%
5000 Transfer	\$10,000.00	0.00	10,000.00	\$0.00	100.00%
6000 Summner School	\$18,000.00	0.00	0.00	\$18,000.00	
TOTAL GRANTS DISTRICT WIDE	\$296,837.00	30,861.35	249,324.37	\$47,512.63	83.99%
GENERAL FUND TOTAL	\$9,013,743.00	\$566,255.85	\$5,596,425.87	\$3,417,317.13	62.09%
400 HOT LUNCH					
TOTAL BUDGET	\$410,400.00	\$23,328.15	\$300,636.92	\$109,763.08	73.25%

MONTHLY GENERAL FUND BANK RECONCILIATION  
6/30/2018

BALANCE AS OF 5/31/2018		\$4,385,895.73
UNIT MADE AND ELECTRONIC DEPOSITS	State Aid	\$89,525.00
Receipts:		
Wash Co. Taxes	\$412,386.75	
Dodge Co. Taxes	\$36,353.90	
Douglas Co. Taxes	\$6,146.61	
Douglas Co Fines	\$65.25	
ESU #3 Perkins	\$3,495.00	
Kendall Refund	\$117.42	
St. Paul Bus Lease	\$1,613.76	
Summer School	\$4,675.00	
Title I	\$41,155.00	
Title I Accountability	\$4,843.00	
Sped School-Age	\$64,351.00	
	Receipts	\$664,727.69
Non-Program Receipts		
Hot Lunch Transfer	\$23,328.15	Total transf \$23,328.15
MONTHLY INTEREST		
Sweep interest	\$1,177.69	Rate increase
Bank checking	\$1.48	
	Total Interest	\$1,179.17
TOTAL MONTHLY RECEIPTS		\$689,235.01
MONTHLY DISBURSEMENTS		
Accounts Payable	\$121,781.21	
Fica Taxes EFT	\$93,786.92	
Payroll	\$282,140.25	
State Taxes EFT	\$14,245.65	
Retirement	\$73,265.41	
	Total Disbursements	\$585,219.44
		\$0.00
ENDING BANK BALANCE 6-30-2018 (Sweep account bal & GF account bal)		\$4,489,911.30
CD Balance		\$0.00
Total to account for		\$4,489,911.30

**MONTHLY SPECIAL BUILDING FUND RECONCILIATION**

		6/30/2018	
Balance as of 5/31/2018			\$556,674.63
DEPOSITS			
Property Taxes Washington Co.		\$8,734.58	
Property Taxes Douglas Co		\$931.31	
Property taxes Dodge Co		\$767.91	
			Total receipts \$10,433.80
RECEIPTS			
Account interest		\$142.76	
			Total Interest \$142.76
			\$0.00
TOTAL MONTHLY RECEIPTS			\$10,576.56
DISBURSEMENTS			
Blair Abstract Title	Certified Check-Bell Creek	\$463,301.42	
Blair Title	Earnest deposit	\$10,000.00	
			Total Disburse \$473,301.42
ENDING BUILDING BALANCE			\$93,949.77

**MONTHLY DEPRECIATION FUND RECONCILIATION**

		6/30/2018	
Balance as of 5/31/2018			\$1,425,621.41
MONTHLY INTEREST			
ACCOUNT INTEREST		\$395.84	
			Total Interest \$395.84
TOTAL MONTHLY RECEIPTS			
		\$0.00	\$0.00
MONTHLY DISBURSEMENTS			
		\$0.00	
		\$0.00	
		\$0.00	
			Total Disburse \$0.00
ENDING DEPRECIATION BALANCE			\$1,426,017.25

**2007 BOND FUND RECONCILIATION**

		6/30/2018	
Balance as of 5/31/2018			\$568,791.28
MONTHLY INTEREST			
ACCOUNT INTEREST		\$84.36	
			Total Interest \$84.36
TOTAL MONTHLY RECEIPTS			\$84.36
Bond Money Wash Co.		\$39,929.30	
Bond Money Douglas Co.		\$4,256.68	
Bond Money Dodge Co.		\$3,510.48	
			Total receipts \$47,780.82
MONTHLY DISBURSEMENTS			
Union Bank	Bond interest	\$84,668.66	
			Total Disburse \$84,668.66
ENDING BOND BALANCE			\$531,903.44

**EMPLOYEE BENEFIT FUND**

6/30/2018

Balance as of 5/31/2018		\$20,385.49
TOTAL MONTHLY RECEIPTS		
General Fund Transfer	\$0.00	
MONTHLY DISBURSEMENTS		
	Total Disburse	\$0.00
ENDING BENEFIT BALANCE		\$20,385.49

**CONSTRUCTION/QCPUF**

6/30/2018

Balance as of 5/31/2018		\$0.00
MONTHLY INTEREST		
	Total Receipts	\$0.00
MONTHLY DISBURSEMENTS		
	Total Disburse	\$0.00
ENDING CONSTRUCTION BALANCE		\$0.00

**QPUF BOND FUND RECONCILIATION**

6/30/2018

Balance as of 5/31/2018		\$206,841.62
MONTHLY INTEREST		
ACCOUNT INTEREST	\$25.96	
	Total Interest	\$25.96
TOTAL MONTHLY RECEIPTS		\$25.96
Bond Money Wash Co.	\$19,470.60	
Bond Money Douglas Co.	\$2,075.52	
Bond Money Dodge Co.	\$1,711.74	
	Total receipts	\$23,283.82
MONTHLY DISBURSEMENTS		
	Total Disburse	\$0.00
ENDING BOND BALANCE		\$230,125.44

**SUMMARIES OF BALANCES**

<b><u>SPECIAL FUNDS CHECKING ACCOUNT BALANCE</u></b>	<b><u>\$2,302,381.38</u></b>
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**SUB ACCOUNTS:**

BUILDING FUND BALANCE	\$93,949.77
DEPRECIATION FUND BALANCE	\$1,426,017.25
2007 BOND FUND BALANCE	\$531,903.44
EMPLOYEE BENEFIT FUND	\$20,385.49
CONSTRUCTION/QCPUF	\$0.00
QPUF BOND BALANCE	\$230,125.44

## CHECK REGISTER FOR JULY 2018 BOARD MEETING

PAYEE NAME	DESCRIPTION	AMOUNT
5th Season	Lawn Service	\$70.00
American Broadband	Phone Service	\$412.59
Awards Unlimited	Plaques	\$40.55
Barth, Gail	Reimbursement	\$7.50
Blick Art Materials	Art Supplies	\$770.23
Brainpop	School Combo License	\$2,395.00
BSN Sports	Wind Screen/Fence Gard	\$2,574.42
Carson-Dellosa	Classroom Supplies	\$52.78
Cengage Learning	Accounting Text Books	\$808.81
Centerpoint	Gas Service	\$738.44
Chem-Tech	Pest Control	\$92.64
Classroom Direct	Classroom Supplies	\$342.88
Creative Teacher	Classroom Supplies	\$27.93
Demco	Classroom Supplies	\$399.71
Doc Fizzix Products	Science Supplies	\$123.51
ESU #3	Sped Services	\$2,535.00
ESU #3 Science	Science Workshop	\$40.00
ESU Coordinating Council	Movie Licensing	\$331.00
Even Parr Flooring	Refinish Gym Floor	\$3,390.00
FES	Annual Renewal License	\$2,745.00
Fort Calhoun	Sped Services	\$2,561.62
Fremont Builders	Kitchen Roll Up Door	\$3,690.00
Fremont Chamber	Membership Dues	\$325.00
Fremont Printing	Letterhead	\$81.60
Fremont Sanitation	Trash Removal	\$327.73
Great Lakes	PE Supplies	\$224.16
Grizzley Industrial	Industrial Tech Supplies	\$115.74
Handwriting Without Tears	English Book	\$272.25
Hireright	Drug Testing	\$31.40
Hobby Lobby	Summer School Supplies	\$91.97
Hodges Badge	Ribbons	\$75.75
Holiday Inn	Nurse Conference Lodging	\$191.90
Home Town Leasing	Copier Lease	\$1,723.15
Hyvee	Flower Bouquets	\$47.56
Integration Partners	Firewall Hardware/License	\$5,841.14
Kelvin Nesbit	Science Hovercrafts	\$115.50
Kendall/Hunt	Classroom Supplies	\$143.81
Kites in the Sky	Science Materials	\$92.00
La Quinta Inn	Lodging	\$93.00
Lakeshore Learning	Classroom Supplies	\$2,723.06
Learning Zone	Classroom Supplies	\$70.85
Lou's Sporting Goods	Football Helmets/Jaw Pads	\$3,026.55
Lrn 2 Move	PT Services	\$206.52
Menards	Misc Supplies/Industrial Tech	\$1,819.30
Midwest Technology	Industrial Tech Supplies	\$231.06
NASCO	Science Supplies	\$266.90
NCDA	Registration	\$302.00
NCSA	Membership Dues	\$1,005.00
One Source	Background Checks	\$129.70
OPPD	Electricity	\$9,234.17
Oriental Trading	Classroom Supplies	\$177.87
Pitsco	Science Vehicle Kits	\$149.16
Planet Teched	Math Licenses	\$421.20
Prairie Fields	Physical	\$80.00
Really Good Stuff	Classroom Supplies	\$731.63
Scholastic Inc	Reading Texts/Magazines	\$3,689.55
School Nurse Supply	Medical Supplies	\$754.18
School Specialty	Classroom Supplies	\$249.04
Senor Wooly	Spanish Supplies	\$90.99
Sherwin Williams	Paint	\$427.06
Staples	Misc Office Supplies	\$356.95
Super Duper	Publications	\$117.85
Teacher Created Resources	Classroom Supplies	\$101.56
Teacher Direct	Classroom Supplies	\$954.60
Tech To School	I-Pads Special Education	\$995.00

Textbook Warehouse	Grapes of Wrath Books	\$194.40
TPRS Publishing	Spanish Materials	\$210.00
Turnitin	Campus Fee	\$1,685.00
Unite	Internet	\$554.00
UNO	Population Analysis	\$750.00
Village of Arlington	Water	\$1,057.31
Visa	Misc Supplies	\$3,429.62
Walmart	Misc Supplies	\$549.34
West Music	Classroom Music Supplies	\$868.88
Woodburn Press	Parent Info Guides	\$184.16

Total Check Registers \$71,737.73

Handpayables June 2018

Bell Creek	Void lease payment	-\$2,000.00
Fairfield Inn	Perkins Conference Lodging	\$734.65
Feick, Teresa	Mileage	\$195.11
Steffy's	Oil Change	\$42.90
Hanel, Monty	Electricity Reimbursement	\$47.94
Hart, Douglas	Mileage	\$97.55
Knudsen	Gas for Buses	\$409.34
Koger, Shawna	Mileage	\$203.83
Sid Dillon	Body Work Van	\$1,872.00
Toebben, Karen	Electricity Reimbursement	\$37.76
Omaha World Herald	Ads	\$1,463.00
Shell	Gas	\$1,632.20
Glynlyon	Summer School License	\$200.00
ESU #3	Void	-\$50.00

Total Handpayables \$4,886.28

**SUMMARY OF VISA**

Marsh Media	Pamphlets	\$155.89
Farm House	Cake	\$157.98
Teacher Pay Teacher	Geometrocity	\$6.75
Rockler	Clamps/Hooks	\$337.91
Amazon	Battery	\$71.95
ComputerRec	Tape Drive for Server	\$250.00
Amazon	Games	\$97.39
Ipevo	Wireless Receiver	\$15.07
Amazon	Cable Tester	\$33.34
Teacher Pay Teacher	Digital Literacy	\$6.00
Amazon	Batteries	\$39.97
Amazon	Laptop Screen Cleaner	\$27.90
Zygerenter	Replacement Server	\$499.99
Amazon	Science Ed Pracices	\$41.77
Amazon	Battery	\$25.99
Jimmy John's	Lunches Community Meeting	\$563.70
Amazon	Learning Resources	\$357.26
Remachines	Power Supply	\$70.53
Savmyserver	Server Card	\$14.40
Discountbat	Battery	\$223.93
Teacher Pay Teacher	Novel Study Unit	\$45.00
Amazon	Books	\$153.84
Pioneer	Long Distance	\$130.02
Kaw Valley Greenhouse	Graduation Flowers	\$49.99
Shell	Gas Conference	\$26.08
Amazon	HDMI Adapter	\$26.97

Total \$3,429.62

JUNE 2018 PAYROLL DEDUCTIONS/RETIREMENT

	DATE	PAYEE NAME	AMOUNT	DESCRIPTION
	06/13/18	TSA/DUES/DEDUCTIONS	\$12,039.60	EMPLOYEE DEDUCTIONS
	06/13/18	MADISON NATIONAL	\$885.50	LTD/LIFE INSURANCE
	06/13/18	BLUE CROSS	26,986.68	INSURANCE
<b>TOTAL</b>			<b>\$39,911.78</b>	

Electronic Pays	\$93,786.92	Internal Revenue Service	FICA
	\$73,265.41	Nebr. Retirement System	Retirement
	\$14,245.65	Nebr. State Taxes	State

**Total**                    **\$181,297.98**

JUNE PAYROLL

Certified Staff	\$289,090.43
Non-Certified	\$91,779.15
Administration	\$33,754.06
<b>Total</b>	<b>\$414,623.64</b>

SCHOOL LUNCH ACCOUNT - June 2018  
July 9, 2018 Board Meeting

Cash balance as of May 31, 2018:	Expenditures to date thru 6/30/2018	\$299,650.99
\$112,278.46		

<u>June Receipts:</u>	<u>June 2018 Bills/July 2018 Expenditures for Approval</u>	
Lunches	94.75	Fremont Builders/door 3,690.00
Federal Reimbursement	9,581.58	Walmart/food 20.72
State Reimbursement		Walmart/other 17.68
Interest	0.82	\$ 3,728.40
Other	91.79	
\$ 9,768.94		

TOTAL CASH: \$122,047.40

June Expenditures:

Food	10,026.59
Salaries/June	13,085.56
Other	216.00
\$ 23,328.15	

BALANCE ON HAND: \$98,719.25

Bank Balance		
Checking	\$98,791.25	
CD's		
TRANSFERS TO GF	\$ 299,650.99	
MINUS EXPEND. FROM GF	(\$299,650.99)	(June \$23,328.15)
TOTAL:	\$98,791.25	

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

Working Balance 6/30/18: \$98,791.25

JUNE 2018 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	\$12,934.84	\$30,478.02	\$24,082.47
Art Class	\$7,778.88	\$2,705.59	\$809.65	\$5,882.94
Art Club	\$1,198.43	\$16.56	\$0.00	\$1,181.87
Athletics	\$483.91	\$67,445.04	\$66,611.01	-\$350.12
Band	\$3,491.44	\$2,126.27	\$1,866.73	\$3,231.90
Band Fund Raising	\$1,558.98	\$1,341.77	\$1,056.00	\$1,273.21
Baylor/ACT	\$4,429.09	\$2,392.00	\$667.00	\$2,704.09
Book Club	\$271.46	\$195.91	\$195.00	\$270.55
Cheerleading	\$2,648.33	\$31,651.14	\$28,452.99	-\$549.82
Class of 2016	\$249.89	\$249.89	\$0.00	\$0.00
Class of 2017	\$79.86	\$79.86	\$0.00	\$0.00
Class of 2018	\$2,751.34	\$10.75	\$0.00	\$2,740.59
Class of 2019	\$4,614.37	\$4,830.06	\$1,830.00	\$1,614.31
Class of 2020	\$2,759.50	\$286.00	\$2,464.26	\$4,937.76
Class of 2021	\$1,295.18	\$438.23	\$1,430.02	\$2,286.97
Class of 2022	\$0.00	\$0.00	\$1,253.83	\$1,253.83
Class of 2023	\$0.00	\$0.00	\$618.75	\$618.75
SKILLS	\$511.85	\$4,033.47	\$4,342.15	\$820.53
Library Fund Elem/HS	\$5,919.04	\$6,311.94	\$4,713.78	\$4,320.88
Concessions	\$5,234.91	\$27,461.71	\$23,727.59	\$1,500.79
Dance Squad	-\$446.51	\$7,273.04	\$9,315.11	\$1,595.56
Drama	\$311.91	\$723.29	\$598.98	\$187.60
Elem Lounge	\$1,219.66	\$322.02	\$58.88	\$956.52
FBLA	\$8,045.50	\$24,239.30	\$29,153.03	\$12,959.23
FFA	\$6,247.05	\$13,344.79	\$16,677.61	\$9,579.87
Floor Fund	\$427.95	\$0.00	\$0.00	\$427.95
General	\$3,335.46	\$1,685.37	\$1,727.05	\$3,377.14
Family Consumer	\$3,306.84	\$1,342.46	\$520.00	\$2,484.38
Honors History	\$719.46	\$1,005.21	\$892.84	\$607.09
Honor Society	-\$262.47	\$1,821.30	\$3,199.34	\$1,115.57
Interest	\$914.68	\$0.00	\$11.70	\$926.38
JH Student Council	\$4,637.86	\$2,869.60	\$1,572.73	\$3,340.99
Middle School STEM	\$638.62	\$0.00	\$100.00	\$738.62
Metal ShopWood Shop	\$1,895.26	\$4,037.27	\$2,940.00	\$797.99
Metro	\$42,453.39	\$927.50	\$1,225.00	\$42,750.89
Quiz Bowl	\$1,389.64	\$0.00	\$0.00	\$1,389.64
Secondary Lounge	\$1,629.19	\$1,012.39	\$196.00	\$812.80
Spanish Club	\$181.94	\$0.00	\$0.00	\$181.94
Speech	\$1,416.66	\$1,855.59	\$1,625.36	\$1,186.43
Spring Musical	\$8,852.57	\$6,056.02	\$4,830.50	\$7,627.05
Student Council	\$3,848.74	\$3,667.31	\$4,536.25	\$4,717.68
Student Vending	\$2,414.11	\$488.61	\$894.13	\$2,819.63
Swing Choir	\$5,543.64	\$5,394.52	\$2,798.80	\$2,947.92
Transition	\$1,613.51	\$0.00	\$0.00	\$1,613.51
Yearbook	\$10,350.84	\$12,859.11	\$12,470.00	\$9,961.73
Pepsi	\$5,511.24	\$5,392.19	\$199.74	\$318.79
<b>CAMPS</b>				
BB Camp Fundraiser	\$4,127.23	\$6,290.89	\$5,210.00	\$3,046.34
GBB Camp Fundraiser	\$2,311.74	\$4,781.97	\$4,029.83	\$1,559.60
VB Camp Fundraiser	\$7,265.38	\$1,820.17	\$4,947.98	\$10,393.19
FB Fund (Camps)	\$8,756.28	\$4,480.48	\$3,274.05	\$7,549.85
CC Fundraiser	\$3,558.94	\$2,786.03	\$1,627.50	\$2,400.41
SB Fundraiser	\$4,407.59	\$6,818.44	\$4,698.06	\$2,287.21
Wrestling Fund	\$2,661.95	\$3,663.32	\$5,391.91	\$4,390.54
Boys Golf	\$1,206.02	\$1,710.77	\$1,689.00	\$1,184.25
Girls Golf	\$1,154.84	\$1,301.59	\$2,770.00	\$2,623.25
Track Fund	\$235.38	\$1,072.30	\$1,694.90	\$857.98
MS Track	\$0.00	\$0.00	\$172.12	\$172.12
Baseball Fund	\$4,561.90	\$3,184.64	\$3,041.65	\$4,418.91
Totals	\$212,643.12	\$314,371.82	\$316,676.83	\$214,948.13
Cd Balance	\$84,293.87			
Checking Balance	\$130,654.26			

# Alexandria L. Kolpin

750 N 18th Ave. Apt 3D Blair, Ne 68008

Phone: (913) 634-8461

Email: akolpin06@gmail.com

## Professional Goals:

Teaching and caring for children has always been a passion of mine. My dream is to be an elementary teacher in a school and town that I love so I can be a positive influence on the students, staff and community members.

## Education:

Concordia University, Nebraska- August 2012- May 2016 GPA: 3.43 -B.S. in Elementary Education - Early Childhood endorsement

-Activities: CUNE track (4 years): Hurdles

-Scholarships: Women's Track/ Cross Country, Kansas District, Lutheran

Laymen's League, Lutheran Women's Mission League

-Awards: Term Honors List at Concordia University for the Fall Semester of 2015-2016

## Experiences:

**-Rock County Public Schools: (2017-2018)** Preschool teacher, two classes of 3 and 4 year olds. First year the preschool has been in the public school in Rock county.

**- Keya Paha County Schools: (2016-2017)** 5th and 6th grade combined classroom teacher.

## Student Teaching:

**-Milford Elementary- Milford, Ne:** 5 grade with Kari Jacob- 8 weeks. Took over classroom for 4 weeks.

**-CCLS Elementary School- St. Louis, Ne:** 4th grade with Katie Endorf and Carol Brannan. Teaching 3 weeks with each teacher for a total of 6 weeks.

**-CCLS Preschool- St. Louis, Mo:** 4-5 year old classroom with Jessica Berner. 10 weeks in this classroom

**Royal Family Kids Camp:** Summer 2015, volunteered at camp for kids who come from abusive backgrounds. Allowed these kids to have fun and be kids in a safe environment.

## Special Interests:

I enjoy running, outdoor activities, and spending time with my fiancé and dog. I am getting married in the summer of 2018.

**Date:** June 12, 2018

## JENNY HANSEN, PHR, SHRM-CP, MBA

1050 W Bell  
Arlington, Nebraska 68002

(402) 213-1995  
jerandjenh@gmail.com

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### PROFESSIONAL EXPERIENCE

- Implement new HRIS systems for online compensation, benefits, and personnel data
- Trouble shoot database issues to improve payroll and benefits processes
- Teach employees personal use of HRIS system for maintenance of personnel and payroll data
- Assist and comply with governmental regulations such as AA including reporting, EEOC, ACA, ADA, INS/employment verifications, FMLA, LOA, FLSA, COBRA, processing QMCSOs, UI, Joint Commission
- Maintain a weekly budget and month-end financial balancing.
- Prepare for and conduct internal/external audits regularly
- Input new hire and separation data into HRIS system
- Train and develop employees on all policies, guidelines, and procedures.
- Administer performance appraisals, coachings/counselings, and terminations
- Recruit for all exempt and non-exempt openings including all steps in the hiring process
- Prepare reports for federal and state taxes, auditors, and administrators
- Maintain benefits program including working directly with a broker for annual renewals
- Assist with and approve annual work comp renewals
- Represent Human Resources in all functions of safety administration including Safety team, Workers' Compensation evaluations, OSHA compliance
- Manage compensation and benefits for 100- 700 employees
- Teach a variety of courses for a Bachelor's degree in management including Human Resources, Accounting and Finance, Management, and Organizational Behavior

### EMPLOYMENT HISTORY

<b>HRIS Analyst</b> , Valmont Industries, Valley, NE	(2017 – present)
<b>HR, Benefits and Compliance</b> , RTG Medical, Fremont, NE	(2013 – 2017)
<b>Adjunct Instructor</b> , Bellevue University, Bellevue, NE	(2009 –2013)
<b>Human Resource Supervisor</b> , Vishay Dale, Columbus, NE	(2010 – 2011)
<b>Payroll Clerk</b> , Elkhorn Public Schools, Elkhorn, NE	(2007 –2010)
<b>Assistant Store Manager</b> , Wal-Mart, Fremont, NE	(2005 –2007)
<b>Human Resource Assistant</b> , HHSS/Veterans' Home, Omaha, NE	(2001 - 2005)

### EDUCATION

**MBA**, Bellevue University, Bellevue, NE,  
**BS** in Business Administration, Concentration: HR Management, Wayne State College, Wayne, NE,

### ADDED VALUE

**Certifications:** Professional in Human Resources – **PHR** (since 2009)  
Society Human Resource Managers – **SHRM-CP** (since 2015)

**Memberships:** Human Resource Association of the Midlands – **HARAM** (2010, 2012-2013, 2017-)  
Society for Human Resource Management – **SHRM** (2011-2012, 2014-present)  
Fremont Area Managers Association – **FAMA** (Treasurer) (2014-2017)  
Treasurer and Marketing for local non-profit organizations