

Board of Education Regular Meeting

Saline County School District 76-0068

501 Main Street

Friend, NE 68359-0067

Monday, July 12, 2021 7:40 PM

Tyler Bartels: Present
Tiffany Shonerd: Present
Scott Spohn: Present
Jamie Tuttle: Present
Nancy Vossler: Present
Megan Weber: Present

1. Call to Order and Roll Call
2. Notice of Open Meeting Act - Posted
3. Motion to excuse absent board members
4. Pledge of Allegiance
5. Approval of the agenda

Motion to approve agenda as presented, Passed with a motion by Scott Spohn and a second by Nancy Vossler.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea

Yea: 6, Nay: 0

6. Consent Agenda

Approve the Consent Agenda, as presented Passed with a motion by Jamie Tuttle and a second by Tyler Bartels.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea

Yea: 6, Nay: 0

- 6.1. Hold for discussion and for possible action approval of the following items:
 - 6.1.1. Minutes of prior meeting(s)
 - 6.1.2. Treasurer's report

- 6.1.3. Receipts
- 6.1.4. Expenditures
- 6.1.5. Claims for payment

7. Public Forum: Recognition of visitors, delegations, and reading of communications.

No public comment

8. Reports

8.1. Committee:

Negotiations Committee met at 6:45pm, with Anderson, Tuttle, Bartels, and Shonerd. They discussed different scenarios of Classified staff wage increases for 21-22 school year. They recommend a 3% increase.

8.2. Administration

8.2.1. Principal's Report

Discussed fund raising ideas, and several new hires of Classified staff. She discussed activities remaining for the rest of the summer.

8.2.2. Superintendent

Mr. Anderson presented his report.

9. Action Items

9.1. Approve inter local agreement with ESU #18 to provide consulting, planning, coordination and networking of enrichment activities for children who are deaf or hard of hearing.

Approve interlocal agreement with ESU 18 to provide consulting, and networking of enrichment activities for children who are deaf or hard of hearing, Passed with a motion by Scott Spohn and a second by Megan Weber.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea

Yea: 6, Nay: 0

9.2. Approve classified wages

Move to approve Classified Wages for 21-22 school year with a 3% increase in wages Passed with a motion by Scott Spohn and a second by Nancy Vossler.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea

Yea: 6, Nay: 0

9.3. Approve and update policies

Move to update BOE Policies: 1110, 1200, 3132, 4003, 4003a, 4003b, 4007 with Forms 2A, 3, 4, 5, 6, and 7, 4025, 5002, 5401, 5401z, 6111, 6212, 6600, 8130, 8151, and 8152, as presented, Passed with a motion by Nancy Vossler and a second by Tiffany Shonerd.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea

Yea: 6, Nay: 0

9.4. Consideration and possible action to Review and Update policies:

Move to update BOE Policies: 7000, 7010, 7020, 7021, 7030, 7040, 7050, 7051, and 7052 as presented, Passed with a motion by Scott Spohn and a second by Jamie Tuttle.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea

Yea: 6, Nay: 0

9.5. Consideration and possible action to Review and Update the Parental Involvement and Student Fees Policies.

Approve BOE Policy 6400 Parental Involvement and BOE Policy 5416 Student Fees, as presented, Passed with a motion by Jamie Tuttle and a second by Tyler Bartels.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea

Yea: 6, Nay: 0

10. Discussion Items

10.1. Public comment in regard to the ESSRS III reopening plan for the 2021-2022 school year.

No public comment received. Board will continue to review the Safe Reopening Plan and make any updates as needed.

10.2. Gym Lighting Bids

Received a bid from ICE to replace the west gym lighting. This bid can be compared to the previous bid received from 34 Electric. Both bids do not have motion lights included. Board will make a decision at next month's board meeting.

10.3. Discuss Times for NRCSA Transition Meeting.

Mr. Anderson asked BOE if they were interested in meeting with Fred Helmink of NRCSA on superintendent transition, as well as a new superintendent evaluation tool. Jamie Tuttle will present several potential dates to Fred Helmink.

11. Adjournment

Motion to adjourn at 8:17 pm Passed with a motion by Tiffany Shonerd and a second by Jamie Tuttle.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea

Yea: 6, Nay: 0

Posted Locations:

Friend Sentinel

Post Office - Friend

Citizens State Bank - Friend

First Bank Utica - Friend

Qwik6 Convenience Store

Posted Date: 6/30/2021

Board of Education Special Meeting
Saline County School District 76-0068
501 Main Street
Friend, NE 68359-0067
Wednesday, June 23, 2021 4:30 PM

Tyler Bartels: Present
Tiffany Shonerd: Present
Scott Spohn: Absent
Jamie Tuttle: Present
Nancy Vossler: Present
Megan Weber: Present

1. Call to Order and Roll Call

2. Notice of Open Meeting Act- Posted

3. Approve resignation of Anna Runge- Special Education

Approve resignation of Anna Runge, Life Skills resource teacher Passed with a motion by Nancy Vossler and a second by Tyler Bartels.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea
Yea: 5, Nay: 0

4. Discuss, Consider, and Take Action to Proceed with Building/Renovation Projects

Move to accept Stutzman bid for elementary bathroom remodels Passed with a motion by Nancy Vossler and a second by Megan Weber.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea
Yea: 5, Nay: 0

Mr.Kraus discussed the two bathroom remodel bids, as well as the west gym lighting replacement plan.

5. Adjourn

Move to adjourn at 4:46 pm Passed with a motion by Tiffany Shonerd and a second by Jamie Tuttle.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea
Yea: 5, Nay: 0

Posted Locations:

- Friend Sentinel
- Post Office - Friend
- Citizens State Bank - Friend
- First Bank Utica - Friend
- Qwik6 Convenience Store

Posted Date: 6/16/2021

Board of Education Regular Meeting

Saline County School District 76-0068

501 Main Street

Friend, NE 68359-0067

Monday, June 7, 2021 7:30 PM

Tyler Bartels: Present
Tiffany Shonerd: Present
Scott Spohn: Present
Jamie Tuttle: Present
Nancy Vossler: Present
Megan Weber: Present

1. Call to Order and Roll Call
2. Notice of Open Meeting Act - Posted
3. Motion to excuse absent board members
4. Pledge of Allegiance
5. Approval of the agenda

Motion to approve agenda, Passed with a motion by Tiffany Shonerd and a second by Nancy Vossler.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea
Yea: 6, Nay: 0

6. Consent Agenda

Move to approve consent agenda, as presented, Passed with a motion by Scott Spohn and a second by Jamie Tuttle.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea
Yea: 6, Nay: 0

6.1. Hold for discussion and for possible action approval of the following items:

6.1.1. Minutes of prior meeting(s)

6.1.2. Treasurer's report

6.1.3. Receipts

6.1.4. Expenditures

6.1.5. Claims for payment

7. Public Forum: Recognition of visitors, delegations, and reading of communications.

7.1. Bid on gym lights from 34 Electric

Doug Risseeuw of 34 Electric presented his bid to replace gym and commons area lights with LED fixtures.

7.2. Bid on elementary bathroom remodel

Stan Houlden of Houlden Remodeling presented his bid to remodel two elementary bathrooms.

Trevin Stutzman of Stutzman Builders presented his bid to remodel the elementary bathrooms. He also presented a bid to replace the main school building window inserts and blinds.

8. Reports

8.1. Committee:

8.1.1. Building and Grounds

Committee met 6-7-21 with Chris of Garland Company. They discussed several options for roof repairs and replacements. Committee will need to meet again this week.

8.2. Administration

8.2.1. Principal's Report

Mrs. Stutzman discussed the activities and celebrations to close out the school year.

8.2.2. Superintendent

Mr. Kraus reviewed the transition to Derek Anderson. He attended the NASB Law Conference at Kearney last week. Greenhouse construction and ceiling repairs in elementary are progressing. Jamie Tuttle thanked Mr. Kraus for his work over the last six years to support and grow our school.

9. Action Items

9.1. Approve 2021-2022 preschool handbook

Move to approve the 2021-22 Preschool Handbook, 2021-22 Elementary Handbook, 2021-22 Secondary Handbook, 2021-22 Classified Handbook, and 2021-22 Certified Handbook. (Action Items 9.1, 9.2, 9.3, 9.4 and 9.5) Passed with a motion by Scott Spohn and a second by Megan Weber.

Tyler Bartels: Yea, Tiffany Shoner: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea

Yea: 6, Nay: 0

9.2. Approve 2021-2022 elementary student handbook.

9.3. Approve 2021-2022 high school student handbook.

9.4. Approve 2021-2022 classified handbook.

9.5. Approve 2021-2022 certificated teacher handbook.

9.6. Reaffirm Bullying Policy #5415

Move to reaffirm BOE #5415 - Bullying Policy , Passed with a motion by Jamie Tuttle and a second by Tyler Bartels.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea

Yea: 6, Nay: 0

10. Discussion Items

10.1. 2021-2022 Calendar changes

Move discussion Item "Calendar Changes" to Action Item, and approve date changes per attached, Passed with a motion by Scott Spohn and a second by Tiffany Shonerd.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea

Yea: 6, Nay: 0

10.2. Energy Financing Contract with a Qualified Energy Services Company

Board will review all BOE Construction policies , and review the Energy Financing Contract for possible later consideration

11. Adjournment

Motion to adjourn at 8:56 pm. Next Regular Meeting will be Monday, July 12, 2021 at 7:30 pm. Passed with a motion by Scott Spohn and a second by Tyler Bartels.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea

Yea: 6, Nay: 0

Posted Locations:

- Friend Sentinel
- Post Office - Friend
- Citizens State Bank - Friend

- First Bank Utica - Friend
- Qwik6 Convenience Store

Posted Date: 5/26/2021

DEPRECIATION FUND					
02-1-01510-000-000	DEPR - INVESTMENT INCOME - Interest on Investments	(\$62.93)	(\$900.00)	(\$856.06)	95.11
02-1-05200-000-000	DEPR - OTHER FINANCING SOURCES - Trsf from General Fund	\$0.00	(\$200,000.00)	\$0.00	0.00
Subtotal of Element: [Fund] 02 - Depreciation Fund		(\$62.93)	(\$200,900.00)	(\$856.06)	0%
SCHOOL NUTRITION FUND					
06-1-01611-000-000	SN - DAILY SALES - SCHOOL LUNCH PROGRAM	\$0.00	(\$63,300.00)	(\$7,101.85)	11.21
06-1-01612-000-000	SN - DAILY SALES - SCHOOL BREAKFAST PROGRAM	\$0.00	(\$3,900.00)	\$0.00	0.00
06-1-01620-000-000	SN - DAILY SALES - STAFF	\$0.00	(\$2,800.00)	(\$2,873.30)	102.61
06-1-01650-000-000	SN - DAILY SALES - SUMMER FOOD PGM	(\$11,897.26)	\$0.00	(\$124,608.64)	0.00
06-1-01990-000-000	SN - VENDING SALES	\$0.00	\$0.00	(\$176.67)	0.00
06-1-03150-000-000	SN - REVENUE FROM STATE REIMBURSEMENT	\$0.00	(\$550.00)	(\$23,790.34)	4,325.51
06-1-04210-000-000	SN - Federal Reimbursement	\$0.00	(\$57,527.00)	\$0.00	0.00
06-1-05200-000-000	SN - OTHER FINANCING SOURCES - Support from Gen Fund	\$0.00	(\$26,000.00)	(\$5,000.00)	19.23
Subtotal of Element: [Fund] 06 - Lunch Fund		(\$11,897.26)	(\$154,077.00)	(\$163,550.80)	106%
BOND FUND					
07-1-01100-000-000	BF - LOCAL - RE & PP TAXES LEVIED	(\$47,598.62)	(\$459,000.00)	(\$447,067.99)	97.40
07-1-01115-000-000	BF - LOCAL - CARLINE TAXES	\$0.00	\$0.00	(\$317.27)	0.00
07-1-01140-000-000	BF - LOCAL - Penalties & Interest on Taxes	(\$53.21)	\$0.00	(\$1,097.78)	0.00
07-1-01510-000-000	BF - LOCAL - INTEREST ON INVESTMENTS	(\$36.43)	(\$8,500.00)	(\$559.95)	6.58
07-1-03130-000-000	BF - STATE - HOMESTEAD EXEMPTION	(\$825.04)	(\$4,000.00)	(\$3,307.39)	82.68
07-1-03131-000-000	BF - STATE - PROPERTY TAX CREDIT	\$0.00	(\$34,000.00)	(\$38,660.86)	113.70
07-1-03132-000-000	BF - STATE - Personal Property Tax Credit	(\$215.27)	(\$2,000.00)	(\$215.27)	10.76
07-1-03180-000-000	BF - STATE - PRO-RATE MOTOR VEHICLE	\$0.00	(\$1,000.00)	(\$976.61)	97.66
Subtotal of Element: [Fund] 07 - Bond Fund		(\$48,728.57)	(\$508,500.00)	(\$492,203.12)	97%
SPECIAL BUILDING FUND					
08-1-01100-000-000	SB - LOCAL - RE & PP TAXES LEVIED	(\$4,759.58)	(\$50,000.00)	(\$44,671.79)	89.34
08-1-01115-000-000	SB - LOCAL - CARLINE TAXES	\$0.00	\$0.00	(\$31.72)	0.00
08-1-01140-000-000	SB - LOCAL - Penalties & Interest on Taxes	(\$5.30)	\$0.00	(\$94.90)	0.00
08-1-01510-000-000	SB - LOCAL - Interest Income	(\$327.09)	(\$7,000.00)	(\$3,799.02)	54.27
08-1-03130-000-000	SB - STATE - HOMESTEAD EXEMPTION	(\$82.49)	\$0.00	(\$330.59)	0.00
08-1-03131-000-000	SB - STATE - PROPERTY TAX CREDIT	\$0.00	\$0.00	(\$3,865.90)	0.00
08-1-03132-000-000	SB - STATE - Personal Property Tax Credit	(\$21.52)	\$0.00	(\$21.52)	0.00
08-1-03180-000-000	SB - STATE - PRO-RATE MOTOR VEHICLE	\$0.00	(\$250.00)	(\$99.91)	39.96
Subtotal of Element: [Fund] 08 - Special Building Fund		(\$5,195.98)	(\$57,250.00)	(\$52,915.35)	92%

Friend Public School

Account Summary Report

EXPENDITURES

Cycle: FY20-21; Begin Date: 06/01/2021; End Date: 06/30/2021; Account Type: Expenditure; Created On: 7/2/2021 10:31:58 AM

Account Code	Description	Actual - JUNE	Budget (YTD)	Actual (YTD)	% of Budget
General Fund					
01-2-01100-111-001-00	REG INST - Salaries - Teachers - Sec	\$45,572.06	\$578,750.00	\$472,083.02	81.56
01-2-01100-111-002-00	REG INST - Salaries - Teachers - Elem	\$35,043.47	\$420,500.00	\$350,599.90	83.37
01-2-01100-112-001-00	REG INST - Salaries - Paras and Assistants - Sec	\$71.72	\$10,250.00	\$7,033.59	68.62
01-2-01100-112-002-00	REG INST - Salaries - Paras and Assistants - Elem	\$419.87	\$60,000.00	\$43,752.24	72.92
01-2-01100-122-002-00	REG INST - Salaries - Substitute Paras - Elem	\$0.00	\$3,000.00	\$2,141.41	71.38
01-2-01100-123-001-00	REG INST - Salaries - Substitute Teachers - Sec	\$288.00	\$25,000.00	\$15,839.69	63.35
01-2-01100-123-002-00	REG INST - Salaries - Substitute Teachers - Elem	\$0.00	\$35,000.00	\$14,620.66	41.77
01-2-01100-151-001-00	REG INST - Addl Comp - Teachers - Extra Duty, Class Coverage -	\$8,696.59	\$103,750.00	\$86,608.66	83.47
01-2-01100-151-002-00	REG INST - Addl Comp - Teachers - Extra Duty, Class Coverage -	\$30.08	\$600.00	\$800.80	133.46
01-2-01100-152-001-00	REG INST - Addl Comp - NonCert Coaches - Extra Duty Pay - Sec	\$0.00	\$20,000.00	\$16,606.00	83.03
01-2-01100-211-001-00	REG INST - Group Insurance - BCBS - Teachers - Sec	\$12,795.63	\$180,000.00	\$148,737.00	82.63
01-2-01100-211-001-01	REG INST - Group Insurance - LTD - Teachers - Sec	\$229.79	\$3,200.00	\$2,398.40	74.95
01-2-01100-211-002-00	REG INST - Group Insurance - BCBS - Teachers - Elem	\$10,246.57	\$130,000.00	\$115,003.39	88.46
01-2-01100-211-002-01	REG INST - Group Insurance - LTD - Teachers - Elem	\$194.59	\$2,350.00	\$1,945.90	82.80
01-2-01100-212-002-01	REG INST - Group Insurance - LTD - Paras - Elem	\$6.99	\$170.00	\$134.88	79.34
01-2-01100-221-001-00	REG INST - Social Security - Teachers - Sec	\$4,067.61	\$51,500.00	\$41,981.38	81.51
01-2-01100-221-002-00	REG INST - Social Security - Teachers - Elem	\$2,565.05	\$30,900.00	\$25,760.53	83.36
01-2-01100-222-001-00	REG INST - Social Security - Paras and Assistants - Sec	\$5.49	\$1,750.00	\$1,736.08	99.20
01-2-01100-222-002-00	REG INST - Social Security - Paras and Assistants - Elem	\$32.66	\$4,550.00	\$3,452.32	75.87
01-2-01100-223-001-00	REG INST - Social Security - Substitute Teachers - Sec	\$22.04	\$1,950.00	\$1,210.37	62.07
01-2-01100-223-002-00	REG INST - Social Security - Substitute Teachers - Elem	\$0.00	\$2,700.00	\$1,118.49	41.42
01-2-01100-231-001-00	REG INST - Retirement - Teachers - Sec	\$4,028.63	\$67,000.00	\$41,539.97	61.99
01-2-01100-231-002-00	REG INST - Retirement - Teachers - Elem	\$2,603.69	\$43,000.00	\$26,075.10	60.63
01-2-01100-232-001-00	REG INST - Retirement - Paras and Assistants - Sec	\$5.33	\$1,800.00	\$1,031.35	57.29
01-2-01100-232-002-00	REG INST - Retirement - Paras and Assistants - Elem	\$31.17	\$4,400.00	\$3,232.67	73.46
01-2-01100-237-001-00	REG INST - Retirement Increase - Sec	\$1,333.69	\$0.00	\$14,074.76	0.00
01-2-01100-237-002-00	REG INST - Retirement Increase - Elem	\$871.11	\$0.00	\$9,689.46	0.00
01-2-01100-262-002-00	REG INST - Unemployment Comp - Paras - Elem	\$0.00	\$0.00	\$268.10	0.00
01-2-01100-271-001-00	REG INST - Workers Comp - Teachers - Sec	\$0.00	\$1,900.00	\$1,899.00	99.94
01-2-01100-271-002-00	REG INST - Workers Comp - Teachers - Elem	\$0.00	\$1,300.00	\$1,300.00	100.00
01-2-01100-272-002-00	REG INST - Workers Comp - Paras and Assistants - Elem	\$0.00	\$130.00	\$130.00	100.00
01-2-01100-281-001-00	REG INST - Health Benefits HSAs-- Teachers - Sec	\$0.00	\$6,700.00	\$9,617.61	143.54
01-2-01100-281-002-00	REG INST - Health Benefits HSAs-- Teachers - Elem	\$0.00	\$8,300.00	\$12,793.72	154.14
01-2-01100-291-001-00	REG INST - Other Employee Benefits - Teachers - Sec	\$41.61	\$0.00	\$448.88	0.00
01-2-01100-291-002-00	REG INST - Other Employee Benefits - Teachers - Elem	\$101.89	\$0.00	\$997.12	0.00

01-2-01100-292-001-00	REG INST - Other Employee Benefits - Paras - Sec	\$0.00	\$1,300.00	\$0.00	0.00
01-2-01100-292-002-00	REG INST - Other Employee Benefits - Paras - Elem	\$0.00	\$1,400.00	\$0.00	0.00
01-2-01100-320-002-00	REG INST - Prof Educ Services - Elem	\$0.00	\$0.00	\$530.00	0.00
01-2-01100-330-001-00	REG INST - Employee Training - Sec	\$0.00	\$5,000.00	\$0.00	0.00
01-2-01100-330-002-00	REG INST - Employee Training - Elem	\$0.00	\$5,000.00	\$0.00	0.00
01-2-01100-333-001-00	REG INST - Mileage Paid to Staff - Sec	\$0.00	\$1,500.00	\$0.00	0.00
01-2-01100-340-001-MU	REG INST - Contracted Piano Accompanist - Sec	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01100-382-001-SP	REG INST - Distance Ed - Spanish	\$0.00	\$11,000.00	\$11,000.00	100.00
01-2-01100-430-001-MU	REG INST - Repairs to Instruments - Sec	\$115.00	\$0.00	\$115.00	0.00
01-2-01100-430-002-00	REG INST - Repairs and Maintenance Services - Elem	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-443-001-00	REG INST - Lease/Usage - Copier - Sec	\$568.78	\$7,500.00	\$4,504.61	60.06
01-2-01100-443-002-00	REG INST - Lease/Usage - Copier - Elem	\$1,142.18	\$7,500.00	\$6,404.44	85.39
01-2-01100-580-001-00	REG INST - Travel - Sec	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01100-580-002-00	REG INST - Travel - Elem	\$0.00	\$1,000.00	\$0.00	0.00
01-2-01100-610-001-00	REG INST - Teaching Supplies - Sec	\$169.94	\$100,000.00	\$2,170.61	2.17
01-2-01100-610-001-AG	REG INST - Supplies - Agri	\$0.00	\$2,500.00	\$823.50	32.94
01-2-01100-610-001-AR	REG INST - Supplies - Art - Sec	\$0.00	\$1,000.00	\$576.65	57.66
01-2-01100-610-001-FC	REG INST - Supplies - FACS	\$110.65	\$2,000.00	\$924.90	46.24
01-2-01100-610-001-LA	REG INST - Supplies - Lang Arts - Sec	\$47.26	\$1,000.00	\$650.41	65.04
01-2-01100-610-001-MA	REG INST - Supplies - Math - Sec	\$0.00	\$1,000.00	\$46.62	4.66
01-2-01100-610-001-MU	REG INST - Supplies - Music - Sec	\$239.70	\$2,000.00	\$890.17	44.50
01-2-01100-610-001-PE	REG INST - Supplies - PE/Health - Sec	\$672.00	\$1,000.00	\$672.00	67.20
01-2-01100-610-001-SC	REG INST - Supplies - Science - Sec	\$42.78	\$2,000.00	\$445.31	22.26
01-2-01100-610-001-SH	REG INST - Supplies - Shop	\$35.95	\$3,000.00	\$2,941.54	98.05
01-2-01100-610-001-SP	REG INST - Supplies - Spanish	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-610-001-SS	REG INST - Supplies - Social Studies - Sec	\$0.00	\$500.00	\$309.00	61.80
01-2-01100-610-001-TE	REG INST - Supplies - Tech Classes - Sec	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-610-002-00	REG INST - Supplies - Elem	\$365.05	\$99,860.00	\$2,576.10	2.57
01-2-01100-610-002-AR	REG INST - Supplies - Art - Elem	\$0.00	\$1,000.00	\$511.38	51.13
01-2-01100-610-002-LA	REG INST - Supplies - Lang Arts - Elem	\$0.00	\$2,000.00	\$1,735.10	86.75
01-2-01100-610-002-MA	REG INST - Supplies - Math - Elem	\$0.00	\$3,000.00	\$146.70	4.89
01-2-01100-610-002-MU	REG INST - Supplies - Music - Elem	\$0.00	\$3,000.00	\$35.08	1.16
01-2-01100-610-002-PE	REG INST - Supplies - PE/Health - Elem	\$0.00	\$1,000.00	\$0.00	0.00
01-2-01100-610-002-SC	REG INST - Supplies - Science - Elem	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-610-002-SS	REG INST - Supplies - Social Studies - Elem	\$0.00	\$200.00	\$0.00	0.00
01-2-01100-640-001-AG	REG INST - Books and Periodicals - Agri	\$0.00	\$3,000.00	\$0.00	0.00
01-2-01100-640-001-FC	REG INST - Books and Periodicals - FACS	\$0.00	\$1,000.00	\$0.00	0.00
01-2-01100-640-001-LA	REG INST - Books and Periodicals - Lang Arts - Sec	\$0.00	\$2,000.00	\$1,031.78	51.58
01-2-01100-640-001-MA	REG INST - Books and Periodicals - Math - Sec	\$0.00	\$1,000.00	\$3,716.68	371.66
01-2-01100-640-001-PE	REG INST - Books and Periodicals - PE/Health - Sec	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01100-640-001-SS	REG INST - Books and Periodicals - Social Studies - Sec	\$0.00	\$1,000.00	\$0.00	0.00
01-2-01100-640-002-LA	REG INST - Books and Periodicals - Lang Arts - Elem	\$0.00	\$5,000.00	\$1,070.97	21.41
01-2-01100-640-002-MA	REG INST - Books and Periodicals - Math - Elem	\$0.00	\$10,000.00	\$7,270.60	72.70
01-2-01100-640-002-MU	REG INST - Books and Periodicals - Music - Elem	\$0.00	\$2,000.00	\$1,819.45	90.97

01-2-01100-640-002-SC	REG INST - Books and Periodicals - Science - Elem	\$0.00	\$13,000.00	\$926.11	7.12
01-2-01100-643-001-00	REG INST - Web/Cloud Based Software - Sec	\$0.00	\$10,000.00	\$2,137.00	21.37
01-2-01100-643-002-00	REG INST - Web/Cloud Based Software - Elem	\$0.00	\$10,000.00	\$2,439.00	24.39
01-2-01100-650-001-00	REG INST - Supplies - Tech Related - Sec	\$0.00	\$1,000.00	\$858.91	85.89
01-2-01100-650-001-MU	REG INST - Tech Supplies - Music - Sec	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-650-001-SH	REG INST - Tech Supplies - Shop	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-650-001-SS	REG INST - Software/Tech - Social Studies - Sec	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-650-001-TE	REG INST - Tech Supplies - Tech Class - Sec	\$0.00	\$1,500.00	\$0.00	0.00
01-2-01100-650-002-00	REG INST - Supplies - Tech Related - Elem	\$0.00	\$1,000.00	\$318.95	31.89
01-2-01100-734-001-00	REG INST - Tech-Related Hardware - Sec	\$0.00	\$10,000.00	\$0.00	0.00
01-2-01100-734-002-00	REG INST - Tech-Related Hardware - Elem	\$0.00	\$10,000.00	\$0.00	0.00
01-2-01100-735-001-00	REG INST - Technology Software - Sec	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01100-810-001-00	REG INST - Dues and Fees - Sec Staff	\$0.00	\$3,000.00	\$80.00	2.66
01-2-01100-810-001-01	REG INST - Field Trips Students - Secondary	\$0.00	\$200.00	\$38.00	19.00
01-2-01100-810-001-AG	REG INST - Dues & Fees - Agri	\$235.00	\$500.00	\$235.00	47.00
01-2-01100-810-001-MU	REG INST - Dues & Contest Fees - Music - Sec	\$0.00	\$1,100.00	\$324.60	29.50
01-2-01100-810-001-SS	REG INST - Dues & Fees - Social Studies - Sec	\$0.00	\$250.00	\$135.00	54.00
01-2-01100-810-002-00	REG INST - Dues & Fees - Elem	\$0.00	\$1,000.00	\$30.00	3.00
01-2-01100-810-002-01	REG INST - Field Trips Students - Elementary	\$0.00	\$1,500.00	\$560.00	37.33
01-2-01100-810-002-MU	REG INST - Dues & Contest Fees - Music - Elem	\$0.00	\$500.00	\$0.00	0.00
01-2-01115-565-001-00	SENCAP - Tuition to Postsecondary Schools	\$0.00	\$8,000.00	\$6,328.50	79.10
01-2-01190-111-002-00	EARLY - Salaries - Teachers	\$4,602.75	\$61,400.00	\$46,128.34	75.12
01-2-01190-112-002-00	EARLY - Salaries - Paras	\$62.73	\$19,250.00	\$17,152.81	89.10
01-2-01190-121-002-00	EARLY - Salaries - Subs - Teachers	\$0.00	\$1,000.00	\$0.00	0.00
01-2-01190-211-002-00	EARLY - Group Insurance - BCBS Teachers	\$1,418.18	\$18,950.00	\$15,598.69	82.31
01-2-01190-211-002-01	EARLY - Group Insurance - LTD - Teachers	\$27.91	\$335.00	\$279.10	83.31
01-2-01190-212-002-01	EARLY - Group Insurance - LTD - Paras	(\$7.08)	\$85.00	\$90.32	106.25
01-2-01190-221-002-00	EARLY - Social Security - Teachers	\$343.04	\$4,600.00	\$3,438.21	74.74
01-2-01190-222-002-00	EARLY - Social Security - Paras	\$4.80	\$1,500.00	\$1,319.63	87.97
01-2-01190-223-002-00	EARLY - Social Security - Subs - Teachers	\$0.00	\$75.00	\$0.00	0.00
01-2-01190-231-002-00	EARLY - Retirement - Teachers	\$341.68	\$5,800.00	\$3,424.17	59.03
01-2-01190-232-002-00	EARLY - Retirement - Paras	\$4.66	\$1,850.00	\$1,170.76	63.28
01-2-01190-237-002-00	EARLY - Retirement Increase	\$114.51	\$0.00	\$1,518.31	0.00
01-2-01190-271-002-00	EARLY - Workers Comp - Teachers	\$0.00	\$185.00	\$186.00	100.54
01-2-01190-272-002-00	EARLY - Workers Comp - Paras	\$0.00	\$60.00	\$56.00	93.33
01-2-01190-281-002-00	EARLY - Health Benefits - HSA Teachers	\$0.00	\$3,450.00	\$3,208.81	93.00
01-2-01190-330-002-00	EARLY - Employee Training	\$0.00	\$500.00	\$0.00	0.00
01-2-01190-610-002-00	EARLY - General Supplies	\$17.13	\$2,000.00	\$589.26	29.46
01-2-01190-643-002-00	EARLY - Web/Cloud Based Software	\$0.00	\$0.00	\$299.99	0.00
01-2-01190-650-002-00	EARLY - Supplies - Technology	\$0.00	\$0.00	\$68.00	0.00
01-2-01300-111-002-00	SUMMER - Salaries - Teachers - Elem	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01300-221-002-00	SUMMER - Social Security - Teachers - Elem	\$0.00	\$200.00	\$0.00	0.00
	Regular Education	\$139,979.93	\$2,300,000.00	\$1,638,520.52	0.71

01-2-01200-111-001-00	SPED SA - Salaries - Teachers - Sec	\$5,884.65	\$71,480.00	\$59,754.50	83.59
01-2-01200-111-002-00	SPED SA - Salaries - Teachers -Elem	\$7,574.13	\$91,750.00	\$76,549.30	83.43
01-2-01200-112-001-00	SPED SA - Salaries - Paras - Sec	\$0.00	\$5,000.00	\$0.00	0.00
01-2-01200-112-002-00	SPED SA - Salaries - Paras -Elem	\$119.53	\$20,000.00	\$11,722.68	58.61
01-2-01200-122-001-00	SPED SA - Salaries - Subs - Paras - Sec	\$0.00	\$500.00	\$0.00	0.00
01-2-01200-122-002-00	SPED SA - Salaries - Subs - Paras -Elem	\$77.53	\$750.00	\$1,155.33	154.04
01-2-01200-123-001-00	SPED SA - Salaries - Subs - Teachers	\$0.00	\$5,000.00	\$720.00	14.40
01-2-01200-123-002-00	SPED SA - Salaries - Subs - Teachers	\$0.00	\$5,000.00	\$720.00	14.40
01-2-01200-211-001-00	SPED SA - Group Insurance - BCBS - Teachers - Sec	\$1,675.60	\$23,750.00	\$19,642.88	82.70
01-2-01200-211-001-01	SPED SA - Group Insurance LTD Teachers - Sec	\$26.34	\$320.00	\$263.40	82.31
01-2-01200-211-002-00	SPED SA - Group Insurance - BCBS - Teachers -Elem	\$288.94	\$4,075.00	\$3,381.46	82.98
01-2-01200-211-002-01	SPED SA - Group Insurance LTD Teachers Elem	\$42.68	\$525.00	\$426.80	81.29
01-2-01200-212-002-00	SPED SA - Group Insurance LTD Paras -Elem	\$7.22	\$100.00	\$72.20	72.20
01-2-01200-221-001-00	SPED SA - Social Security - Teachers - Sec	\$436.26	\$5,500.00	\$4,488.72	81.61
01-2-01200-221-002-00	SPED SA - Social Security - Teachers -Elem	\$558.99	\$6,800.00	\$5,650.75	83.09
01-2-01200-222-001-00	SPED SA - Social Security - Aides - Sec	\$0.00	\$100.00	\$0.00	0.00
01-2-01200-222-002-00	SPED SA - Social Security - Aides -Elem	\$15.62	\$1,200.00	\$919.16	76.59
01-2-01200-223-001-00	SPED SA - Social Security - Subs - Sec	\$0.00	\$400.00	\$55.09	13.77
01-2-01200-223-002-00	SPED SA - Social Security - Subs -Elem	\$0.00	\$400.00	\$55.09	13.77
01-2-01200-231-001-00	SPED SA - Retirement - Teachers - Sec	\$436.85	\$7,100.00	\$4,428.44	62.37
01-2-01200-231-002-00	SPED SA - Retirement - Teachers -Elem	\$562.27	\$6,850.00	\$5,682.65	82.95
01-2-01200-232-001-00	SPED SA - Retirement - Aides - Sec	\$0.00	\$2,675.00	\$0.00	0.00
01-2-01200-232-002-00	SPED SA - Retirement - Aides -Elem	\$8.87	\$1,300.00	\$870.23	66.94
01-2-01200-237-001-00	SPED SA - Retirement Increase - Sec	\$144.42	\$0.00	\$1,464.07	0.00
01-2-01200-237-002-00	SPED SA - Retirement Increase - Elem	\$188.84	\$0.00	\$2,166.50	0.00
01-2-01200-271-001-00	SPED SA - Workers Comp- Teachers - Sec	\$0.00	\$250.00	\$248.00	99.20
01-2-01200-271-002-00	SPED SA - Workers Comp- Teachers -Elem	\$0.00	\$280.00	\$281.00	100.35
01-2-01200-272-001-00	SPED SA - Workers Comp - Aides - Sec	\$0.00	\$75.00	\$0.00	0.00
01-2-01200-272-002-00	SPED SA - Workers Comp - Aides -Elem	\$0.00	\$135.00	\$260.00	192.59
01-2-01200-281-001-00	SPED SA - Health Benefits -HSA Teachers Sec	\$0.00	\$0.00	\$2,233.32	0.00
01-2-01200-281-002-00	SPED SA - Health Benefits -HSA Teachers Elem	\$0.00	\$0.00	\$389.27	0.00
01-2-01200-317-002-00	SPED SA - Contracted Legal Services -Elem	\$0.00	\$5,000.00	\$0.00	0.00
01-2-01200-330-001-00	SPED SA - Employee Training - Sec	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01200-330-002-00	SPED SA - Employee Training -Elem	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01200-580-001-00	SPED SA - Travel - Sec	\$0.00	\$1,000.00	\$0.00	0.00
01-2-01200-591-002-00	SPED SA - SRS fees Purch thru ESU6	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01200-610-001-00	SPED SA - General Supplies - Sec	\$14.00	\$108,000.00	\$387.04	0.35
01-2-01200-610-002-00	SPED SA - General Supplies -Elem	\$309.51	\$109,185.00	\$406.19	0.37
01-2-01200-643-001-00	SPED SA - Web/Cloud Based Software - Sec	\$9.06	\$1,000.00	\$27.87	2.78
01-2-01200-643-002-00	SPED SA - Web/Cloud Based Software -Elem	\$0.00	\$500.00	\$99.00	19.80
01-2-01200-650-001-00	SPED SA - Supplies - Technology Related - Sec	\$0.00	\$500.00	\$11.67	2.33
01-2-01200-650-002-00	SPED SA - Supplies - Technology Related -Elem	\$0.00	\$500.00	\$192.93	38.58
01-2-01200-734-001-00	SPED SA - Technology-Related Hardware - Sec	\$0.00	\$5,000.00	\$0.00	0.00
01-2-01200-810-001-00	SPED SA - Dues and Fees - Sec	\$0.00	\$1,000.00	\$0.00	0.00

01-2-01200-810-002-00	SPED SA - Dues and Fees -Elem	\$0.00	\$1,000.00	\$0.00	0.00
01-2-02141-591-001-00	PSYCH - Psych Eval Services Purch from ESU6 - SA - Sec	\$0.00	\$20,000.00	\$12,293.63	61.46
01-2-02141-591-001-01	PSYCH - LMHP Services Purch from ESU6 - SA - Sec	\$0.00	\$7,000.00	\$0.00	0.00
01-2-02141-591-002-00	PSYCH - Psych Eval Services Purch from ESU6 - SA - Elem	\$0.00	\$25,000.00	\$12,293.62	49.17
01-2-02141-591-002-02	PSYCH - Consultant Svs Purch from ESU6 - SA - Elem	\$0.00	\$10,000.00	\$0.00	0.00
01-2-02142-591-002-00	PSYCH - Psych Eval Svcs Purch from ESU6 - Ages 3-4	\$0.00	\$15,000.00	\$0.00	0.00
01-2-02151-591-001-00	SPEECH - Speech Therapy Purch From ESU6 - SA - Sec	\$0.00	\$35,000.00	\$14,232.46	40.66
01-2-02151-591-001-01	SPEECH - Deaf/HOH Therapy Purch from ESU6 - Sec	\$0.00	\$0.00	\$720.56	0.00
01-2-02151-591-002-00	SPEECH - Speech Therapy Purch From ESU6 - SA - Elem	\$0.00	\$100,000.00	\$16,939.93	16.93
01-2-02151-591-002-01	SPEECH - Deaf/HOH Therapy Purch From ESU6 - SA - Elem	\$0.00	\$25,000.00	\$6,485.04	25.94
01-2-02151-591-002-02	SPEECH - Extended SY Purch From ESU6 - SA - Elem	\$0.00	\$2,000.00	\$0.00	0.00
01-2-02151-610-002-00	SPEECH - General Supplies - SA - Elem	\$0.00	\$49,000.00	\$0.00	0.00
01-2-02152-591-002-00	SPEECH - Speech Therapy Purch From ESU6 - Age 3-5	\$0.00	\$3,000.00	\$5,651.80	188.39
01-2-02152-591-002-01	SPEECH - Extended SY Purch From ESU6 - Age 3-5	\$0.00	\$2,000.00	\$0.00	0.00
01-2-02152-591-002-02	SPEECH - Homebased Therapy Purch From ESU6 - Age 3-5	\$0.00	\$10,000.00	\$4,024.73	40.24
01-2-02152-610-002-00	SPEECH - Supplies - Age 3-5	\$0.00	\$0.00	\$444.38	0.00
01-2-02153-591-002-00	SPEECH - Speech Therapy Purch From ESU6 - Age 0-2	\$0.00	\$5,000.00	\$2,846.49	56.92
01-2-02153-591-002-02	SPEECH - Homebased Therapy Purch From ESU6 - Age 0-2	\$0.00	\$5,000.00	\$0.00	0.00
01-2-02161-591-001-00	OT - Occupational Therapy Purch from ESU6 - SA - Sec	\$0.00	\$20,000.00	\$1,917.95	9.58
01-2-02161-591-002-00	OT - Occupational Therapy Purch from ESU6 - SA - Elem	\$0.00	\$25,000.00	\$13,425.63	53.70
01-2-02162-591-002-00	OT - Occupational Therapy Purch from ESU6 - Age 3-5	\$0.00	\$5,000.00	\$149.50	2.99
01-2-02163-591-002-00	OT - Occupational Therapy Purch from ESU6 - Age 0-2	\$0.00	\$2,000.00	\$0.00	0.00
01-2-02171-340-001-00	PT - Prof Services - Physical Therapy - SA - Sec	\$0.00	\$5,000.00	\$1,340.00	26.80
01-2-02171-340-002-00	PT - Prof Services - Physical Therapy - SA - Elem	\$0.00	\$10,000.00	\$5,232.48	52.32
01-2-02172-340-002-00	PT - Prof Services - Physical Therapy - Age 3-5	\$0.00	\$10,000.00	\$2,093.68	20.93
01-2-02173-340-002-00	PT - Prof Services - Physical Therapy Age 0-2	\$0.00	\$0.00	\$1,340.00	0.00
01-2-02181-340-001-00	VISION - Prof Services - Vision Therapy - Sec	\$0.00	\$5,000.00	\$521.02	10.42
01-2-02181-340-002-00	VISION - Prof Services - Vision Therapy - Elem	\$227.20	\$5,000.00	\$3,042.96	60.85
	Special Education	\$18,608.51	\$900,000.00	\$309,721.40	0.34
01-2-02120-111-001-00	GUIDANCE - Salaries - Counselor - Secondary	\$2,956.93	\$35,480.00	\$29,649.30	83.56
01-2-02120-111-002-00	GUIDANCE - Salaries - Counselor - Elem	\$2,956.93	\$35,480.00	\$29,569.30	83.34
01-2-02120-211-001-00	GUIDANCE - Group Insurance - BCBS - Counselor- Secondary	\$615.94	\$7,390.00	\$6,775.34	91.68
01-2-02120-211-001-01	GUIDANCE - Group Insurance LTD - Counselor- Secondary	\$28.71	\$350.00	\$287.10	82.02
01-2-02120-211-002-00	GUIDANCE - Group Insurance - BCBS - Counselor- Elem	\$615.95	\$7,390.00	\$6,775.45	91.68
01-2-02120-221-001-00	GUIDANCE - Social Security - Counselor- Secondary	\$224.18	\$2,680.00	\$2,246.75	83.83
01-2-02120-221-002-00	GUIDANCE - Social Security - Counselor- Elem	\$222.02	\$2,680.00	\$2,219.22	82.80
01-2-02120-231-001-00	GUIDANCE - Retirement - Counselor- Secondary	\$219.51	\$3,500.00	\$2,201.04	62.88
01-2-02120-231-002-00	GUIDANCE - Retirement - Counselor- Elem	\$219.51	\$3,500.00	\$2,195.10	62.71
01-2-02120-237-001-00	GUIDANCE - Retirement Increase - Sec	\$72.57	\$0.00	\$727.67	0.00
01-2-02120-237-002-00	GUIDANCE - Retirement Increase - Elem	\$72.57	\$0.00	\$725.70	0.00
01-2-02120-271-001-00	GUIDANCE - Workers Comp - Counselor- Secondary	\$0.00	\$110.00	\$108.00	98.18

01-2-02120-271-002-00	GUIDANCE - Workers Comp - Counselor- Elem	\$0.00	\$110.00	\$108.00	98.18
01-2-02120-320-001-00	GUIDANCE - Student Workshops- Secondary	\$0.00	\$4,000.00	\$1,937.00	48.42
01-2-02120-320-002-00	GUIDANCE - Student Workshops- Elem	\$0.00	\$1,000.00	\$0.00	0.00
01-2-02120-330-001-00	GUIDANCE - Employee Training - Secondary	\$0.00	\$750.00	\$0.00	0.00
01-2-02120-330-002-00	GUIDANCE - Employee Training - Elem	\$0.00	\$750.00	\$0.00	0.00
01-2-02120-580-001-00	GUIDANCE - Travel- Secondary	\$0.00	\$500.00	\$0.00	0.00
01-2-02120-610-001-00	GUIDANCE - General Supplies- Secondary	\$0.54	\$4,138.00	\$85.89	2.07
01-2-02120-610-002-00	GUIDANCE - General Supplies- Elem	\$0.00	\$4,137.00	\$0.00	0.00
01-2-02120-640-002-00	GUIDANCE - Books and Periodicals- Elem	\$0.00	\$0.00	\$21.07	0.00
01-2-02120-810-001-00	GUIDANCE - Dues and Fees- Secondary	\$0.00	\$1,000.00	\$1,848.00	184.80
01-2-02120-810-002-00	GUIDANCE - Dues and Fees- Elem	\$0.00	\$500.00	\$0.00	0.00
01-2-02130-116-001-00	NURSE - Salaries - Nurse - Secondary	\$752.08	\$9,025.00	\$7,520.80	83.33
01-2-02130-116-002-00	NURSE - Salaries - Nurse - Elem	\$2,256.25	\$27,075.00	\$22,994.50	84.92
01-2-02130-216-001-00	NURSE - Group Insurance BCBS- Secondary	\$465.53	\$5,590.00	\$5,120.83	91.60
01-2-02130-216-001-01	NURSE - Group Insurance LTD- Secondary	\$4.87	\$60.00	\$48.70	81.16
01-2-02130-216-002-00	NURSE - Group Insurance BCBS- Elem	\$1,396.61	\$16,760.00	\$15,362.71	91.66
01-2-02130-216-002-01	NURSE - Group Insurance LTD- Elem	\$14.61	\$170.00	\$146.10	85.94
01-2-02130-226-001-00	NURSE - Social Security - Nurse- Secondary	\$56.88	\$680.00	\$568.80	83.64
01-2-02130-226-002-00	NURSE - Social Security - Nurse- Elem	\$170.63	\$2,050.00	\$1,739.36	84.84
01-2-02130-236-001-00	NURSE - Retirement - Nurse- Secondary	\$55.83	\$670.00	\$558.30	83.32
01-2-02130-236-002-00	NURSE - Retirement - Nurse- Elem	\$167.49	\$2,010.00	\$1,674.90	83.32
01-2-02130-237-001-00	NURSE - Retirement Increase - Sec	\$18.46	\$0.00	\$184.60	0.00
01-2-02130-237-002-00	NURSE - Retirement Increase - Elem	\$55.37	\$0.00	\$553.70	0.00
01-2-02130-276-001-00	NURSE - Workers Comp - Nurse- Secondary	\$0.00	\$30.00	\$0.00	0.00
01-2-02130-276-002-00	NURSE - Workers Comp - Nurse- Elem	\$0.00	\$85.00	\$113.00	132.94
01-2-02130-580-002-00	NURSE - Travel- Elem	\$0.00	\$250.00	\$0.00	0.00
01-2-02130-610-001-00	NURSE - General Supplies- Secondary	\$24.00	\$2,000.00	\$103.10	5.15
01-2-02130-610-002-00	NURSE - General Supplies- Elem	\$0.00	\$3,000.00	\$602.39	20.07
01-2-02130-810-001-00	NURSE - Dues and Fees- Secondary	\$0.00	\$100.00	\$50.00	50.00
01-2-02130-810-002-00	NURSE - Dues and Fees- Elem	\$40.00	\$0.00	\$386.95	0.00
	Support - Pupils	\$13,683.97	\$185,000.00	\$145,208.67	0.78
01-2-02211-580-000-00	SCHOOL IMPROV - Travel	\$0.00	\$1,000.00	\$0.00	0.00
01-2-02211-610-000-00	SCHOOL IMPROV - General Supplies	\$0.00	\$0.00	\$97.92	0.00
01-2-02211-810-000-00	SCHOOL IMPROV - Dues and Fees	\$0.00	\$3,000.00	\$0.00	0.00
01-2-02220-111-001-00	LIB MEDIA - Salaries - Teachers - Secondary	\$1,312.40	\$15,750.00	\$13,124.00	83.32
01-2-02220-111-002-00	LIB MEDIA - Salaries - Teachers - Elem	\$1,312.39	\$15,750.00	\$13,123.90	83.32
01-2-02220-112-001-00	LIB MEDIA - Salaries - Regular - Paras - Secondary	\$221.20	\$22,400.00	\$19,705.76	87.97
01-2-02220-122-001-00	LIB MEDIA - Salaries - Subs - Paras- Secondary	\$0.00	\$0.00	\$202.02	0.00
01-2-02220-211-001-00	LIB MEDIA - Group Insurance - BCBS - Teachers - Secondary	\$457.15	\$5,585.00	\$5,062.21	90.63
01-2-02220-211-001-01	LIB MEDIA - Group Insurance - LTD - Teachers - Secondary	\$29.05	\$350.00	\$290.50	83.00

01-2-02220-211-002-00	LIB MEDIA - Group Insurance - BCBS - Teachers - Elem	\$457.16	\$5,585.00	\$5,062.24	90.63
01-2-02220-212-001-01	LIB MEDIA - Group Insurance - LTD - Paras - Secondary	\$7.45	\$90.00	\$74.50	82.77
01-2-02220-221-001-00	LIB MEDIA - Social Security - Teachers - Secondary	\$99.29	\$1,160.00	\$991.66	85.48
01-2-02220-221-002-00	LIB MEDIA - Social Security - Teachers - Elem	\$97.14	\$1,160.00	\$970.22	83.63
01-2-02220-222-001-00	LIB MEDIA - Social Security - Aides - Secondary	\$17.50	\$1,720.00	\$1,528.65	88.87
01-2-02220-231-001-00	LIB MEDIA - Retirement - Teachers - Secondary	\$97.43	\$2,000.00	\$974.29	48.71
01-2-02220-231-002-00	LIB MEDIA - Retirement - Teachers - Elem	\$97.42	\$2,000.00	\$974.26	48.71
01-2-02220-232-001-00	LIB MEDIA - Retirement - Paras - Secondary	\$16.42	\$2,210.00	\$1,462.87	66.19
01-2-02220-237-001-00	LIB MEDIA - Retirement Increase - Sec	\$37.64	\$0.00	\$805.73	0.00
01-2-02220-237-002-00	LIB MEDIA - Retirement Increase - Elem	\$32.21	\$0.00	\$322.10	0.00
01-2-02220-271-001-00	LIB MEDIA - Workers Comp - Teachers - Secondary	\$0.00	\$100.00	\$98.00	98.00
01-2-02220-271-002-00	LIB MEDIA - Workers Comp - Teachers - Elem	\$0.00	\$70.00	\$99.00	141.42
01-2-02220-272-001-00	LIB MEDIA - Workers Comp - Aides - Secondary	\$0.00	\$0.00	\$68.00	0.00
01-2-02220-330-001-00	LIB MEDIA - Employee Training - Secondary	\$0.00	\$250.00	\$0.00	0.00
01-2-02220-330-002-00	LIB MEDIA - Employee Training - Elem	\$0.00	\$250.00	\$0.00	0.00
01-2-02220-443-001-00	LIB MEDIA - Lease - Copier - Secondary	\$162.40	\$500.00	\$489.17	97.83
01-2-02220-443-002-00	LIB MEDIA - Lease - Copier - Elem	\$165.89	\$500.00	\$492.65	98.53
01-2-02220-610-001-00	LIB MEDIA - General Supplies - Secondary	\$0.00	\$8,285.00	\$125.87	1.51
01-2-02220-610-002-00	LIB MEDIA - General Supplies - Elem	\$660.56	\$8,285.00	\$941.50	11.36
01-2-02220-640-001-00	LIB MEDIA - Books and Periodicals - Secondary	\$400.00	\$5,000.00	\$3,458.25	69.16
01-2-02220-640-002-00	LIB MEDIA - Books and Periodicals - Elem	\$595.54	\$5,000.00	\$4,159.91	83.19
01-2-02220-641-001-00	LIB MEDIA - E-Books - Secondary	\$0.00	\$500.00	\$250.00	50.00
01-2-02220-641-002-00	LIB MEDIA - E-Books - Elem	\$0.00	\$500.00	\$250.00	50.00
01-2-02220-643-001-00	LIB MEDIA - Web/Cloud Based Software - Secondary	\$0.00	\$1,000.00	\$521.25	52.12
01-2-02220-643-002-00	LIB MEDIA - Web/Cloud Based Software - Elem	\$0.00	\$3,000.00	\$521.25	17.37
01-2-02220-650-002-00	LIB MEDIA - Supplies - Technology Related - Elem	\$0.00	\$500.00	\$0.00	0.00
01-2-02230-432-000-00	TECH - Technology-Related Repairs and Maintenance	\$0.00	\$5,000.00	\$0.00	0.00
01-2-02230-530-000-00	TECH - Communications	\$559.33	\$20,000.00	\$14,927.13	74.63
01-2-02230-591-000-00	TECH - Tech Support - On Site - Purch From ESU6	\$1,837.50	\$25,000.00	\$21,633.50	86.53
01-2-02230-591-000-01	TECH - Tech - Hosted Services - Purch From ESU6	\$366.90	\$7,500.00	\$4,252.31	56.69
01-2-02230-643-000-00	TECH - Web/Cloud Based Software	\$2,000.00	\$12,000.00	\$15,923.19	132.69
01-2-02230-650-000-00	TECH - Supplies - Technology Related	\$307.95	\$7,000.00	\$2,762.87	39.46
01-2-02230-734-000-00	TECH - Technology-Related Hardware	\$14,099.00	\$50,000.00	\$14,099.00	28.19
01-2-02230-735-000-00	TECH - Technology Software	\$0.00	\$5,000.00	\$0.00	0.00
	Support - Staff	\$25,446.92	\$245,000.00	\$149,845.68	0.61
01-2-02310-310-000-00	BOE - Official/Administrative Services	\$0.00	\$0.00	\$1,348.95	0.00
01-2-02310-340-000-00	BOE - Other Professional Services	\$0.00	\$5,000.00	\$2,113.92	42.27
01-2-02310-520-000-00	BOE - Insurance	\$0.00	\$6,000.00	\$4,799.00	79.98
01-2-02310-540-000-00	BOE - Advertising	\$48.78	\$3,000.00	\$2,040.85	68.02
01-2-02310-580-000-00	BOE - Travel	\$0.00	\$4,000.00	\$908.79	22.71

01-2-02310-610-000-00	BOE - General Supplies	\$0.00	\$6,000.00	\$1,482.84	24.71
01-2-02310-643-000-00	BOE - Web/Cloud Based Software	\$0.00	\$5,000.00	\$2,600.00	52.00
01-2-02310-810-000-00	BOE - Dues and Fees	\$0.00	\$11,000.00	\$9,892.00	89.92
	Board of Education	\$48.78	\$40,000.00	\$25,186.35	0.63
01-2-02320-105-000-00	SUPER - Salaries - Superintendent	\$14,891.85	\$132,750.00	\$114,454.35	86.21
01-2-02320-110-000-00	SUPER - Salaries - Regular - Admin Asst	\$2,308.29	\$33,900.00	\$25,995.17	76.68
01-2-02320-210-000-00	SUPER - Group Insurance - BCBS Admin Asst	\$1,862.14	\$22,345.00	\$20,483.54	91.66
01-2-02320-210-000-01	SUPER - Group Insurance - LTD Admin Asst	\$18.75	\$225.00	\$187.50	83.33
01-2-02320-215-000-00	SUPER - Group Insurance - BCBS - Superintendents	\$0.00	\$22,990.00	\$17,440.56	75.86
01-2-02320-215-000-01	SUPER - Group Insurance - LTD - Superintendents	\$51.66	\$465.00	\$516.60	111.09
01-2-02320-220-000-00	SUPER - Social Security - Admin Asst	\$171.98	\$2,600.00	\$1,942.56	74.71
01-2-02320-225-000-00	SUPER - Social Security - Superintendents	\$1,143.17	\$10,400.00	\$8,795.24	84.56
01-2-02320-230-000-00	SUPER - Retirement - Admin Asst	\$171.36	\$3,350.00	\$1,929.74	57.60
01-2-02320-235-000-00	SUPER - Retirement - Superintendents	\$821.22	\$9,175.00	\$8,212.23	89.50
01-2-02320-237-000-00	SUPER - Retirement Increase	\$328.16	\$0.00	\$3,353.08	0.00
01-2-02320-270-000-00	SUPER - Workers Comp - Admin Asst	\$0.00	\$100.00	\$103.00	103.00
01-2-02320-275-000-00	SUPER - Workers Comp - Superintendent	\$0.00	\$415.00	\$412.00	99.27
01-2-02320-285-000-00	SUPER - Health Benefits - Superintendents	\$0.00	\$0.00	\$2,236.64	0.00
01-2-02320-310-000-00	SUPER - Contracted Services	\$0.00	\$500.00	\$0.00	0.00
01-2-02320-330-000-00	SUPER - Employee Training	\$0.00	\$500.00	\$0.00	0.00
01-2-02320-333-000-00	SUPER - Mileage Paid to Staff	\$0.00	\$0.00	\$49.45	0.00
01-2-02320-530-000-00	SUPER - Cell Phone Reimb	\$50.00	\$600.00	\$500.00	83.33
01-2-02320-580-000-00	SUPER - Travel	(\$203.96)	\$3,000.00	\$241.82	8.06
01-2-02320-610-000-00	SUPER - General Supplies	\$450.79	\$6,685.00	\$1,253.34	18.74
01-2-02320-643-000-00	SUPER - Web/Cloud Based Software	\$371.06	\$2,500.00	\$1,562.96	62.51
01-2-02320-650-000-00	SUPER - Supplies - Technology Related	\$0.00	\$500.00	\$321.76	64.35
01-2-02320-810-000-00	SUPER - Dues and Fees	\$155.00	\$2,000.00	\$654.00	32.70
	Superintendent	\$22,591.47	\$255,000.00	\$210,645.54	0.83
01-2-02330-317-000-00	LEGAL - Contracted Legal Fees	\$324.00	\$15,000.00	\$5,604.00	37.36
	District Legal	\$324.00	\$15,000.00	\$5,604.00	0.37
01-2-02410-110-001-00	PRIN - Salaries - Admin Asst - Secondary	\$700.63	\$23,600.00	\$20,878.65	88.46
01-2-02410-111-001-00	PRIN - Salaries - Principal - Secondary	\$3,854.17	\$46,600.00	\$38,541.70	82.70
01-2-02410-111-002-00	PRIN - Salaries - Principal - Elementary	\$3,854.17	\$46,250.00	\$38,541.70	83.33
01-2-02410-120-001-00	PRIN - Salaries - Subs - Admin Asst- Secondary	\$0.00	\$0.00	\$525.80	0.00
01-2-02410-210-001-01	PRIN - Group Insurance - LTD - Admin Asst- Secondary	\$7.86	\$100.00	\$78.60	78.60
01-2-02410-211-001-00	PRIN - Group Insurance -BCBS - Principal - Secondary	\$814.76	\$9,775.00	\$8,962.36	91.68
01-2-02410-211-001-01	PRIN - Group Insurance LTD - Principal - Secondary	\$38.62	\$460.00	\$386.20	83.95
01-2-02410-211-002-00	PRIN - Group Insurance - BCBS - Principal - Elementary	\$814.74	\$9,775.00	\$8,962.14	91.68

01-2-02410-220-001-00	PRIN - Social Security - Admin Asst- Secondary	\$52.27	\$1,800.00	\$1,629.94	90.55
01-2-02410-221-001-00	PRIN - Social Security - Principal - Secondary	\$293.28	\$3,550.00	\$2,932.82	82.61
01-2-02410-221-002-00	PRIN - Social Security - Principal - Elementary	\$290.37	\$3,550.00	\$2,903.72	81.79
01-2-02410-230-001-00	PRIN - Retirement - Admin Asst- Secondary	\$52.01	\$2,400.00	\$1,549.92	64.58
01-2-02410-231-001-00	PRIN - Retirement - Principal - Secondary	\$286.11	\$4,600.00	\$2,861.12	62.19
01-2-02410-231-002-00	PRIN - Retirement - Principal - Elementary	\$286.12	\$4,600.00	\$2,861.18	62.19
01-2-02410-237-001-00	PRIN - Retirement Increase - Sec	\$111.79	\$0.00	\$1,458.32	0.00
01-2-02410-237-002-00	PRIN - Retirement Increase - Elem	\$94.59	\$0.00	\$945.90	0.00
01-2-02410-270-001-00	PRIN - Workers Comp - Admin Asst - Secondary	\$0.00	\$75.00	\$72.00	96.00
01-2-02410-271-001-00	PRIN - Workers Comp - Principal - Secondary	\$0.00	\$140.00	\$140.00	100.00
01-2-02410-271-002-00	PRIN - Workers Comp - Principal - Elementary	\$0.00	\$140.00	\$141.00	100.71
01-2-02410-281-001-00	PRIN - Health Benefits - Principal - Secondary	\$0.00	\$1,720.00	\$1,733.52	100.78
01-2-02410-281-002-00	PRIN - Health Benefits - Principal - Elementary	\$0.00	\$1,720.00	\$1,703.16	99.02
01-2-02410-580-001-00	PRIN - Travel - Secondary	\$0.00	\$1,000.00	\$30.32	3.03
01-2-02410-580-002-00	PRIN - Travel - Elementary	\$0.00	\$1,000.00	\$0.00	0.00
01-2-02410-610-001-00	PRIN - General Supplies - Secondary	\$31.05	\$12,500.00	\$2,623.75	20.99
01-2-02410-610-002-00	PRIN - General Supplies - Elementary	\$0.00	\$12,645.00	\$1,779.22	14.07
01-2-02410-643-001-00	PRIN - Web/Cloud Based Software - Secondary	\$185.06	\$5,000.00	\$709.16	14.18
01-2-02410-643-002-00	PRIN - Web/Cloud Based Software - Elementary	\$185.06	\$5,000.00	\$709.16	14.18
01-2-02410-650-001-00	PRIN - Supplies - Technology Related - Secondary	\$0.00	\$0.00	\$189.04	0.00
01-2-02410-650-002-00	PRIN - Supplies - Technology Related - Elem	\$0.00	\$5,000.00	\$110.03	2.20
01-2-02410-810-001-00	PRIN - Dues and Fees - Secondary	\$480.00	\$1,000.00	\$815.00	81.50
01-2-02410-810-002-00	PRIN - Dues and Fees - Elementary	\$0.00	\$1,000.00	\$375.00	37.50
	Principal	\$12,432.66	\$205,000.00	\$145,150.43	0.71
01-2-02510-116-000-00	FISCAL SVCS - Salaries - Business	\$4,708.83	\$56,500.00	\$47,088.30	83.34
01-2-02510-216-000-00	FISCAL SVCS - Group Insurance -BCBS - Business	\$1,862.14	\$22,400.00	\$20,483.54	91.44
01-2-02510-216-000-01	FISCAL SVCS - Group Insurance - LTD - Business	\$26.28	\$315.00	\$262.80	83.42
01-2-02510-226-000-00	FISCAL SVCS - Social Security - Business	\$340.61	\$4,330.00	\$3,406.10	78.66
01-2-02510-236-000-00	FISCAL SVCS - Retirement - Business	\$349.56	\$5,590.00	\$3,495.60	62.53
01-2-02510-237-000-00	FISCAL SVCS - Retirement Increase	\$115.57	\$0.00	\$1,155.70	0.00
01-2-02510-276-000-00	FISCAL SVCS - Workers Comp -Business	\$0.00	\$175.00	\$171.00	97.71
01-2-02510-315-000-00	FISCAL SVCS - Accounting/Auditing Services	\$0.00	\$7,000.00	\$6,500.00	92.85
01-2-02510-443-000-00	FISCAL SVCS - Lease - Copier	\$24.84	\$100.00	\$109.92	109.92
01-2-02510-530-000-00	FISCAL SVCS - Communications	\$393.67	\$5,000.00	\$3,988.85	79.77
01-2-02510-531-000-00	FISCAL SVCS - Postage	\$250.00	\$5,500.00	\$3,854.70	70.08
01-2-02510-580-000-00	FISCAL SVCS - Travel	\$0.00	\$200.00	\$0.00	0.00
01-2-02510-610-000-00	FISCAL SVCS - General Supplies	\$0.00	\$2,190.00	\$905.29	41.33
01-2-02510-643-000-00	FISCAL SVCS - Web/Cloud Based Software	\$64.26	\$10,000.00	\$10,001.87	100.01
01-2-02510-810-000-00	FISCAL SVCS - Dues and Fees	\$0.00	\$700.00	\$425.00	60.71

	Fiscal Services	\$8,135.76	\$120,000.00	\$101,848.67	0.85
01-2-02610-110-000-00	OPERATIONS - Salaries - Maint & Custodial	\$13,368.65	\$135,270.00	\$117,436.53	86.81
01-2-02610-110-000-01	OPERATIONS - Salaries - Summer Custodial	\$755.20	\$0.00	\$755.20	0.00
01-2-02610-130-000-00	OPERATIONS - Salaries - Overtime	\$0.00	\$500.00	\$0.00	0.00
01-2-02610-210-000-00	OPERATIONS - Group Insurance - BCBS	\$2,103.35	\$47,230.00	\$31,019.69	65.67
01-2-02610-210-000-01	OPERATIONS - Group Ins - LTD	\$52.89	\$730.00	\$514.02	70.41
01-2-02610-220-000-00	OPERATIONS - Social Security	\$1,069.58	\$10,400.00	\$8,939.74	85.95
01-2-02610-230-000-00	OPERATIONS - Retirement	\$977.12	\$13,300.00	\$8,118.78	61.04
01-2-02610-237-000-00	OPERATIONS - Retirement Increase	\$323.04	\$0.00	\$2,684.14	0.00
01-2-02610-270-000-00	OPERATIONS - Workers Comp	\$0.00	\$3,850.00	\$3,822.00	99.27
01-2-02610-410-000-00	OPERATIONS - Utility Services - Water & Sewage	\$786.70	\$15,000.00	\$10,705.20	71.36
01-2-02610-410-000-01	OPERATIONS - Utility Services - Culligan	\$54.00	\$1,200.00	\$1,029.25	85.77
01-2-02610-420-000-00	OPERATIONS - Cleaning Services - Garbage	\$350.43	\$15,000.00	\$5,896.66	39.31
01-2-02610-441-000-00	OPERATIONS - Rental of Bus Barn	\$600.00	\$7,200.00	\$6,000.00	83.33
01-2-02610-490-000-00	OPERATIONS - Other Purchased Property Services	\$235.00	\$10,000.00	\$5,160.60	51.60
01-2-02610-520-000-00	OPERATIONS - Insurance - Property	\$0.00	\$34,600.00	\$34,555.00	99.86
01-2-02610-580-000-00	OPERATIONS - Travel	\$0.00	\$0.00	\$33.60	0.00
01-2-02610-610-000-00	OPERATIONS - General Supplies	\$337.58	\$1,000.00	\$8,260.83	826.08
01-2-02610-610-000-01	OPERATIONS - Janitorial Supplies	\$1,631.37	\$16,800.00	\$9,366.36	55.75
01-2-02610-621-000-00	OPERATIONS - Utility Energy Services	\$2,112.92	\$50,000.00	\$46,976.56	93.95
01-2-02620-431-000-00	MAINT BLDG - Repairs & Maint	\$6,145.31	\$35,000.00	\$57,151.95	163.29
01-2-02620-442-000-00	MAINT BLDG - Rentals of Equipment	\$0.00	\$5,000.00	\$0.00	0.00
01-2-02620-490-000-00	MAINT BLDG - Other Purchased Property Services	\$0.00	\$5,920.00	\$3,577.00	60.42
01-2-02620-610-000-00	MAINT BLDG - General Supplies	\$339.01	\$20,000.00	\$5,436.45	27.18
01-2-02630-420-000-00	GROUNDS - Mowing - Contracted	\$0.00	\$5,000.00	\$2,400.00	48.00
01-2-02630-420-000-01	GROUNDS - Snow Removal - Contracted	\$0.00	\$5,000.00	\$2,925.00	58.50
01-2-02630-420-000-02	GROUNDS - Lawn Care - Contracted	\$0.00	\$7,000.00	\$5,189.30	74.13
01-2-02630-431-000-00	GROUNDS - Repairs and Maintenance Services	\$20.00	\$2,000.00	\$4,642.73	232.13
01-2-02630-490-000-00	GROUNDS - Other Purchased Property Services	\$250.00	\$0.00	\$350.00	0.00
01-2-02630-610-000-00	GROUNDS - General Supplies	\$1,242.47	\$2,000.00	\$2,853.35	142.66
01-2-02650-430-001-00	STAFF VEH - Repairs and Maintenance Services	\$0.00	\$0.00	\$58.40	0.00
01-2-02650-431-000-00	STAFF VEH - Repairs & Maint	\$109.59	\$3,000.00	\$965.70	32.19
01-2-02650-626-001-00	STAFF VEH - Gasoline	\$83.48	\$3,000.00	\$544.58	18.15
01-2-02650-732-001-00	STAFF VEH - Vehicles	\$0.00	\$110,000.00	\$0.00	0.00
01-2-02660-340-000-00	SAFETY - Safety Audits	\$0.00	\$500.00	\$450.00	90.00
01-2-02660-610-000-00	SAFETY - Supplies	\$30.99	\$500.00	\$30.99	6.19
	Operations, Maint & Grounds	\$32,978.68	\$566,000.00	\$387,849.61	0.69
01-2-02710-110-001-00	BUSING - Salaries - Secondary	\$128.55	\$7,000.00	\$4,402.30	62.89
01-2-02710-110-002-00	BUSING - Salaries - Elem	\$0.00	\$37,000.00	\$36,847.53	99.58
01-2-02710-120-001-00	BUSING - Salaries - Subs - Secondary	\$0.00	\$1,000.00	\$839.30	83.93

01-2-02710-120-002-00	BUSING - Salaries - Subs - Elem	\$0.00	\$0.00	\$655.65	0.00
01-2-02710-220-001-00	BUSING - Social Security - Secondary	\$9.60	\$550.00	\$396.83	72.15
01-2-02710-220-002-00	BUSING - Social Security - Elem	\$0.00	\$2,800.00	\$2,868.57	102.44
01-2-02710-230-001-00	BUSING - Retirement - Secondary	\$2.97	\$700.00	\$195.28	27.89
01-2-02710-230-002-00	BUSING - Retirement - Elem	\$0.00	\$0.00	\$38.92	0.00
01-2-02710-237-001-00	BUSING - Retirement Increase - Sec	\$0.98	\$0.00	\$64.55	0.00
01-2-02710-237-002-00	BUSING - Retirement Increase - Elem	\$0.00	\$0.00	\$12.87	0.00
01-2-02710-270-001-00	BUSING - Workers Comp - Secondary	\$0.00	\$0.00	\$442.00	0.00
01-2-02710-270-002-00	BUSING - Workers Comp - Elem	\$0.00	\$1,770.00	\$1,328.00	75.02
01-2-02710-340-001-00	BUSING - Physicals - Secondary	\$0.00	\$500.00	\$175.00	35.00
01-2-02710-340-001-01	BUSING - Drug Testing - Secondary	\$250.00	\$500.00	\$579.00	115.80
01-2-02710-340-002-00	BUSING - Physicals - Elem	\$0.00	\$500.00	\$100.00	20.00
01-2-02710-340-002-01	BUSING - Drug Testing - Elem	\$0.00	\$500.00	\$50.00	10.00
01-2-02710-520-001-00	BUSING - Insurance - Buses and Vans - Secondary	\$0.00	\$4,320.00	\$4,319.00	99.97
01-2-02710-520-002-00	BUSING - Insurance - Buses and Vans - Elem	\$0.00	\$4,320.00	\$4,319.00	99.97
01-2-02710-610-002-00	BUSING - General Supplies - Elem	\$0.00	\$27,040.00	\$2,754.12	10.18
01-2-02710-626-001-00	BUSING - Gasoline - Secondary	\$415.78	\$4,000.00	\$2,701.68	67.54
01-2-02710-626-002-00	BUSING - Gasoline - Elem	\$1,011.28	\$15,000.00	\$9,639.35	64.26
01-2-02710-810-001-00	BUSING - Dues & Fees	\$275.00	\$500.00	\$475.00	95.00
01-2-02730-431-000-00	BUSING - Repairs & Maint Service	\$807.90	\$40,000.00	\$16,797.38	41.99
01-2-02730-610-000-00	BUSING - General Supplies	\$76.77	\$2,000.00	\$306.66	15.33
	Pupil Transportation	\$2,978.83	\$150,000.00	\$90,307.99	0.60
01-2760-140-1-88	SPED TRANSP - SALARY	\$0.00	\$0.00	\$0.00	0.00
01-2760-210-1-88	SPED TRANSP - FICA	\$0.00	\$0.00	\$0.00	0.00
01-2760-220-1-88	SPED TRANSP - RETIREMENT	\$0.00	\$0.00	\$0.00	0.00
01-2760-334-1-88	SPED TRANSP - Reimb Mileage to Parent	\$0.00	\$0.00	\$0.00	0.00
	SPED Transportation	\$0.00	\$0.00	\$0.00	#DIV/0!
01-2-03400-734-001-00	CATEG GRANT - Computer Hdwe - Sec	\$0.00	\$0.00	\$14,145.00	0.00
01-2-03400-810-001-00	CATEG GRANT - Dues & Fees - Sec	\$0.00	\$160,507.00	\$0.00	0.00
01-2-03535-610-002-00	HAL - General Supplies- Elem	\$0.00	\$3,000.00	\$0.00	0.00
01-2-03535-650-001-00	HAL - Tech Supplies - Sec	\$0.00	\$0.00	\$2,448.99	0.00
01-2-03535-810-001-00	HAL - Dues and Fees- Secondary	\$0.00	\$0.00	\$320.00	0.00
01-2-06200-111-002-00	TITLE - Salaries - Teachers	\$3,940.92	\$47,291.00	\$39,461.36	83.44
01-2-06200-123-002-00	TITLE - Salaries - Subs	\$0.00	\$0.00	\$1,399.78	0.00
01-2-06200-211-002-00	TITLE - Group Insurance - BCBS - Teachers	\$0.00	\$11,000.00	\$11,773.74	107.03
01-2-06200-211-002-01	TITLE - Group Insur - LTD - Teacher	\$18.41	\$220.00	\$184.10	83.68
01-2-06200-221-002-00	TITLE - Social Security - Teachers	\$262.96	\$3,100.00	\$2,634.57	84.98
01-2-06200-223-002-00	TITLE - Social Security - Subs	\$0.00	\$0.00	\$107.09	0.00

01-2-06200-231-002-00	TITLE - Retirement - Teachers	\$292.55	\$4,700.00	\$2,929.40	62.32
01-2-06200-237-002-00	TITLE - Retirement Increase	\$96.72	\$0.00	\$968.49	0.00
01-2-06200-271-002-00	TITLE - Workers Comp - Teachers	\$0.00	\$135.00	\$134.00	99.25
01-2-06200-330-002-00	TITLE - Employee Training	\$45.00	\$0.00	\$135.00	0.00
01-2-06200-610-002-00	TITLE - General Supplies	\$100.97	\$17,054.00	\$496.97	2.91
01-2-06406-591-002-00	IDEA PS - Speech Cont Svc Purch - ESU6	\$0.00	\$3,500.00	\$3,421.00	97.74
01-2-06408-111-002-00	IDEA BASE-EP - Salaries - Teachers	\$511.42	\$12,000.00	\$5,113.36	42.61
01-2-06408-112-002-00	IDEA BASE-EP - Salaries - Paras	\$203.49	\$32,000.00	\$28,436.60	88.86
01-2-06408-211-002-00	IDEA BASE-EP - Group Insurance - BCBS - Teachers	\$157.57	\$4,000.00	\$1,734.56	43.36
01-2-06408-212-002-00	IDEA BASE-EP - Group Insurance - LTD - Paras	\$8.19	\$0.00	\$81.90	0.00
01-2-06408-221-002-00	IDEA BASE-EP - Social Security - Teachers	\$37.88	\$1,000.00	\$379.11	37.91
01-2-06408-222-002-00	IDEA BASE-EP - Social Security - Paras	\$15.68	\$2,400.00	\$1,966.69	81.94
01-2-06408-231-002-00	IDEA BASE-EP - Retirement - Teachers	\$37.97	\$1,200.00	\$379.74	31.64
01-2-06408-232-002-00	IDEA BASE-EP - Retirement - Paras	\$15.11	\$3,200.00	\$2,111.02	65.96
01-2-06408-237-002-00	IDEA BASE-EP - NPERS Ret Incr	\$17.55	\$0.00	\$824.33	0.00
01-2-06408-281-002-00	IDEA BASE-EP - Health Benefits - Elem Teachers	\$0.00	\$0.00	\$227.87	0.00
01-2-06408-591-002-00	IDEA BASE-EP - Speech Svcs Purch from ESU6	\$0.00	\$8,200.00	\$15,809.57	192.79
01-2-06408-591-002-01	IDEA BASE-EP - OT Svcs Contracted thru ESU6	\$0.00	\$0.00	\$1,715.00	0.00
01-2-06408-610-002-00	IDEA BASE-EP - General Supplies	\$0.00	\$1,000.00	\$0.00	0.00
01-2-06992-320-001-00	REAP - Professional Educational Services- Secondary	\$0.00	\$0.00	\$2,197.28	0.00
01-2-06992-320-002-00	REAP - Professional Educational Services- Elem	\$0.00	\$0.00	\$1,098.64	0.00
01-2-06992-650-001-00	REAP - Supplies - Technology Related- Secondary	\$0.00	\$0.00	\$2,598.75	0.00
01-2-06992-650-002-00	REAP - Supplies - Technology Related- Elem	\$0.00	\$0.00	\$9,032.84	0.00
01-2-06992-734-001-00	REAP - Technology-Related Hardware- Secondary	\$0.00	\$13,000.00	\$11,921.00	91.70
01-2-06992-734-002-00	REAP - Technology-Related Hardware- Elem	\$0.00	\$12,000.00	\$0.00	0.00
01-2-06996-610-000-00	ESSER - General Supplies	\$0.00	\$15,000.00	\$3,905.97	26.03
01-2-06996-610-000-01	ESSER - Janitorial Supplies	\$0.00	\$20,000.00	\$4,088.40	20.44
	Federal & State Programs	\$5,762.39	\$375,507.00	\$174,182.12	0.46
01-2-08000-912-000-00	Fund Transfers to School Nutrition Fund	\$0.00	\$26,000.00	\$5,000.00	19.23
01-2-08000-913-000-00	Fund Transfers to Activities Fund	\$2,000.00	\$24,000.00	\$20,000.00	83.33
	IntraFund Support	\$2,000.00	\$50,000.00	\$25,000.00	0.50
	JUNE TOTALS	\$284,971.90	\$5,406,507.00	\$3,409,070.98	0.63
Intrafund Transfers					
01-2-09005-000-000-00	NON-PGM EXPENDITURES - Interfund loan to Nutrition Fund	\$751.75	\$0.00	\$22,625.58	0.00
01-2-09005-220-000-00	NON-PGM EXPENDITURES - Interfund loan to Nutrition Fund FICA	\$57.50	\$0.00	\$1,730.86	0.00
01-2-09005-230-000-00	NON-PGM EXPENDITURES - Interfund loan to Nutrition Fund RET	\$47.80	\$0.00	\$1,382.10	0.00
01-2-09005-237-000-00	-Increased Retirement Contributions	\$15.80	\$0.00	\$456.95	0.00

Special Building Fund

08-2-02515-720-002-00	SB - Buildings	\$0.00	\$0.00	\$11,973.65	0.00
08-2-04200-490-001-00	SB - Land Improvements	\$0.00	\$0.00	\$1,900.00	0.00
08-2-04300-340-001-00	SB - Prof Services	\$4,000.00	\$0.00	\$4,450.00	0.00
08-2-04500-720-001-00	SB - Buildings	\$0.00	\$0.00	\$21,475.00	0.00
08-2-04700-731-001-00	SB - Equipment	\$0.00	\$476,247.00	\$0.00	0.00
08-2-04700-731-002-00	SB - Equipment	\$0.00	\$476,246.00	\$0.00	0.00
TOTAL SPECIAL BUILDING FUND		\$4,000.00	\$952,493.00	\$39,798.65	0.04

FRIEND PUBLIC SCHOOLS

Board of Education - Payments to be Approved

7/12/2021

Manual Checks/Funds Transfers done in June:

GENERAL FUND

Payroll Fund	June payroll	\$	237,166.44
Postmaster	renew post office box	\$	150.00
Midwest Retaurant Supply	repairs to dishwasher	\$	2,386.06
Constellation Natural Gas	natural gas	\$	69.50
		\$	<u>239,772.00</u>

July Presentations

DEPRECIATION FUND

StageDrop llc	risers for gym	\$	8,748.90
		\$	<u>8,748.90</u>

GENERAL FUND

Acco	supplies	\$	5.02
Activity Fund	July support	\$	2,000.00
Advanced Water Co	semi-annual water treatment service	\$	1,600.00
Anderson, Derek	reimburse moving expenses, cell phone reimb	\$	1,642.02
Beaver Hardware	supplies	\$	637.58
Black Hills Energy	natural gas	\$	15.75
Brothers	sprayer supplies	\$	93.66
Cascade School Supplies	teaching supplies	\$	19.28 <i>coop order</i>
Central Nebr Rehab Services	PT services	\$	598.74
City of Friend	utilities & trash	\$	3,826.65
Computers Etc	teaching supplies	\$	16.00 <i>coop order</i>
Constellation New Energy	natural gas	\$	65.38
Control Management	repairs to RTU1	\$	715.00
Crete Ace Hardware	grounds & maint supplies	\$	129.40
Culligan	water softener	\$	99.00
DAS State Acctg - State of Nebr	internet service - May & June	\$	464.98
Drake Refrig	repairs to RTU1	\$	595.63
Electronic Contracting	repairs to fire panel - replace power supply	\$	2,661.36
ESU6	SPED services, Tech services	\$	59,382.29
Farmers Union - Carquest	parts	\$	64.68
Farmers Union Coop	chemicals	\$	139.68
Five Star Truck Center	bus washes	\$	49.48
Follett	library books	\$	1,544.92
Harris School Solutions	supplies	\$	177.30
Hillyard	janitorial	\$	325.60
Hometown Leasing	copier/printer lease	\$	743.44
Houghton Mifflin Harcourt	Science curriculum	\$	37,347.72 <i>ESSER III - \$35069.29</i>
HRW Farming	rock for landscaping	\$	871.25
Jay Hitchcock	mow FB field - May & June	\$	1,600.00
Jenn Nantkes	vision therapy	\$	229.10
Natl Art & School Supplies	supplies	\$	901.09 <i>coop order</i>
Natl Council for the Social Studies	subscription	\$	79.00
Nebr Council of School Admin	meeting regist - MJC	\$	25.00
Perry Law Firm	legal	\$	540.00
Potter Repair	repair brakes - van	\$	71.51
Presto-X	exterminator	\$	154.00
Pyramid School Products	teaching supplies	\$	1,435.69
Qwik6	fuel	\$	822.96
Randy or Esther Kirchoff	rental of bus barn	\$	600.00

School Health	nursing supplies	\$	21.95	<i>coop order</i>
Seward County Independent	publish legals, want ads	\$	184.02	
Shred-It	paper shredding	\$	106.34	
Starr Plumbing	plumbing repairs	\$	218.37	
Teaching Strategies	GOLD portfolios - PS	\$	334.60	
Time Management Systems	timeclock monthly fee	\$	61.20	
TKE Elevator	monthly maint agree	\$	220.71	
Unite Private Networks	WAN lease	\$	1,390.33	
USBank VISA	purchases for activities	\$	447.15	
USBank VISA	Gas for school van (2)	\$	84.94	
USBank VISA	Harbor Freight - repair parts	\$	23.96	
USBank VISA	Orscheln - mulch	\$	193.05	
USBank VISA	Lincoln Winnelson - parts	\$	63.97	
USBank VISA	Amazon - tech supplies	\$	152.67	
USBank VISA	namecheap.com - SSL cert	\$	29.95	
USBank VISA	BSN Sports - supplies	\$	72.70	
USBank VISA	Meal - Kraus - Law Conf - Cunninghams	\$	35.56	
Wage Works	monthly admin fee	\$	143.50	
Windstream	telephone service	\$	379.99	

\$ 126,455.12

LATE PRESENTATIONS:

CDW-G	tech supplies	\$	172.54
Nebr State Fire Marshal Agency	elevator inspection	\$	120.00

\$ 126,747.66



Mrs. Stutzman's Principal

Report



"Color Your Life With Happiness"

July

What has happened....

- Talking with booster members on fundraiser ideas (Brutus and Belinda are coming back!!!!)
- Hired Judy Kunert for our new cook
- Interviews for both para positions on July 13th and 20th
- Summer scheduling, planning for the 21-22 school year, etc.
- Principal Panel for Doane College 1st Year Teachers

What is coming up....

- Staff gathering
- Admin Days in Kearney
- Meetings with new teachers
- Continuing to prepare for the 2021-2022 school year

Friend Public School:

Committed to engaging all students, staff, and community to ensure a diverse education through a culture of life-long learning.



Friend Public School

501 S. Main Street/ P.O. Box 67, Friend, NE 68359

Phone: 402-947-2781 Fax: 402-947-2026

www.friendbulldogs.org

Administration

Superintendent: Derek Anderson

Principal: Elizabeth Stutzman

Counselor: Amy Hottovy

Activities Director: Jim Pfeiffer

To: Board of Education

CC: Principal

From: Derek Anderson, Superintendent

Date: Jul 12, 2021

RE: Monthly Report

Board Items

- 1) There has been some pushback from state senators regarding the new health standards that were released by NDE. Senator Brandt has made it public that he is against the changes. We will be receiving a letter in regards to Senator Brandt's and others' opposition.
- 2) Working to dive into the communication of facility projects.

Staff Items

- 1) I have been working to meet as much of the staff as possible during this transition. My meetings have been positive and have helped me get a broader perspective on FPS. We truly have a great staff!
- 2) I have begun to work with Mrs. Stutzman on back to school preparations. My goal is to have a more active role in this when possible.

Facility & Finance Items

- 1) As we look towards closing out the 20-21 budget, Michele and I will be looking at transferring funds to the depreciation fund in order to prepare for some of the projects that are needed.
- 2) Driveway work for the greenhouse has been completed.
- 3) Thanks to Jeff and Kevin for their work on painting the parking stalls.
- 4) Work on the bell tower has started. There was an issue with getting the necessary materials (seems to be the case with many projects).
- 5) As we move forward with building projects, I will want to take a look at the needs of our building and work on a systematic process to help meet the needs.
- 6) We are working to aggressively reseed the playground area for the next school year.
- 7) Ceilings and fixtures have been removed from the elementary bathrooms. Next step is the removal of tile. Should be happening soon.

INTERLOCAL CONTRACT FOR ENRICHMENT ACTIVITIES
SOUTHEAST NEBRASKA REGIONAL PROGRAM

THIS AGREEMENT is made the date and year hereinafter written by and between Educational Service Unit #18, Lincoln, Nebraska, hereinafter identified as the "Consultant", and [redacted] County School District [redacted], a/k/a [redacted] Public Schools, hereinafter identified as the "District", pursuant to the Interlocal Cooperation Act, and other Nebraska Law.

In consideration of the terms and conditions hereinafter provided, the Consultant and the District agree as follows:

1. The Consultant agrees to provide consulting, and planning, coordination and networking of enrichment activities for children who are deaf or hard of hearing and who are residents of the District (the "enrichment program" or "program"). This contract shall apply to any student of or from the District who during its term, receives services or otherwise participates in the program. Unless earlier terminated as provided herein, the initial term of this contract is for the period of one (1) school year beginning on or about July 1, 2021 and ending on or about June 30, 2022. The program and the types and levels of services under this contract shall be as follows:

See Attachment, incorporated herein by this reference, as it set forth in full.

2. The Consultant and the District agree that either party may terminate this contract without cause on (10) days' advance notice to the other, at any time during the term of this contract. If any student continues to receive services or otherwise participate in the program in subsequent school years, this contract will be considered as renewed for such additional school year, and the District agrees to pay the Consultant's then current NDE or Consultant approved servicing rates for the program and the types and levels of services then in effect. Either Party may terminate the renewed contract without cause on ten (10) days' advance notice to the other at any time during any renewed term of this contract. The District agrees that upon termination of this contract, at any time, for any reason, Consultant may immediately terminate all services to any student of the District and that any further services to any student of the District will also terminated. In any such event, any such student shall be the sole responsibility of the District as a resident and/or the legal responsibility of the District.
3. The District, unless otherwise agreed by the director of special education of the Consultant shall continue to maintain the regular school or other records of any student from the District. It is agreed that the District shall provide to the Consultant student records as may be needed by the Consultant under this Contract. Unless agreed in writing by the director of special education of the Consultant, the District shall, at all times, be responsible for transportation and the development and updating of any student's IEP, all IEP meetings, and for initiating and completing all other required special education notices, consents, approvals, procedures, verification requirements, multidisciplinary team requirements, evaluations and documents.
4. Any student receiving services from the Consultant is a legal resident of the District. It is the obligation of the District to give notice and to terminate this agreement when any student ceases to be a legal resident of the District, and upon receipt of such written notice by the Consultant from the District, the obligation of the District for the payment of services as provided by this agreement shall end, and the obligation of the Consultant to provide any services under this contract shall also end. The District shall indemnify and hold harmless the Consultant, its employees, agents, and assigns against all claims, actions, damages, liabilities, and expenses, including attorney's fees, of whatsoever nature, arising out of or related to any transportation, supervision, or activity, or arising out of or related to the program or any consulting or other services, 'provided to any student of the District, and the District shall indemnify and hold harmless the Consultant, its employees, agents and assigns against all claims, actions, damages, liabilities, and expenses, including attorney's fees, of whatsoever nature, arising out of or related to any other claims in connection with the Consultant's performance of or under this Contract.

IN WITNESS HEREOF we have hereunto subscribed our names this [redacted] day of [redacted], [redacted].

District

Consultant

Secretary, Board of Education

ESU Administrator

School District No. [redacted] City [redacted]

ESU No. [redacted] City [redacted]

County [redacted] State [redacted]

County [redacted] State [redacted]

Community RelationsBulletin Boards, Display Case, and Posted Material

School bulletin boards, display cases, and posting areas are for the purposes of conveying information about school activities and programs to students, staff, and the visiting public as deemed appropriate by the respective principals; however, building principals may use their discretion on posting or displaying non-school related information which is not political or commercial in nature. No information, poster or other display may be posted on any school bulletin board, display case or other areas without the prior permission of the building principal. The building principal shall have the final determination as to whether any posting is political and/or commercial in nature, and there shall be no appeal process if the principal denies a request to post or display non-school related information.

Legal Reference: Neb. Rev. Stat. Sec. 79-526 Board Authority for Supervision and Control

Date of Adoption: [Insert Date]

Community RelationsBulletin Boards, Display Case, and Posted Material

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Legal Reference: Neb. Rev. Stat. Sec. 79-526 Board Authority for Supervision and Control

Date of Adoption: [Insert Date]

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

The policy of [Name] Public Schools is to not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

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

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

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

1. **Purpose:** [Name] Public Schools is committed to offering employment and educational opportunity to its employees and students based on ability and performance in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers or other persons is prohibited. In addition, [Name] Public Schools will try to protect employees or students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

- a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual

orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

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

Sexual harassment may exist when:

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

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

2. **Procedures:**

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

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

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

Date of Adoption: [Insert Date]

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

The policy of [Name] Public Schools is to not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

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

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

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

1. **Purpose:** [Name] Public Schools is committed to offering employment and educational opportunity to its employees and students based on ability and performance in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers or other persons is prohibited. In addition, [Name] Public Schools will try to protect employees or students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

- a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual

orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

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

Sexual harassment may exist when:

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

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

2. **Procedures:**

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

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

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

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

Date of Adoption: [Insert Date]

Business OperationsInternal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two years;
- 3) Implement a Control System procedure;
- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for small purchases (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids;
- 4) A procedure for competitive proposals; and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.

Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Identifying adequately the source and application of funds for federally-funded activities;
- 4) Ensuring effective controls over and accountability for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

- 1) Are verifiable from the District's records;
- 2) Are not included as contributions for any other Federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another Federal award, except where the federal statute authorizing a program specifically provides that Federal funds made

- available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
 - 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both Federal and non-Federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally-assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The

District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. §§ 200, et seq.

Date of Adoption: [Insert Date]

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

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

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([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, 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 [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 (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation

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

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

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

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

iii. Level 3 (Appeal to the Board):

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

4. Confidentiality:

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

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

5. Training:

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

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

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

7. Preventive Measures:

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

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

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

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

Date of Adoption: [Insert Date]

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

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

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] () - () ([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, 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 [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 (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation

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

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

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

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

iii. Level 3 (Appeal to the Board):

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

4. Confidentiality:

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

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

5. Training:

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

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

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

7. Preventive Measures:

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

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

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

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

Date of Adoption: [Insert Date]

Notice of Nondiscrimination

The [Name] Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([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 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.

Notice of Nondiscrimination

The [Name] Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([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 OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

**Complaint Form
Discrimination, Harassment or Retaliation**

The [Name] Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:
Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).
Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

_____.

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

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

_____.

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

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

Received by: _____ Signature: _____
Date: _____

**Complaint Form
Discrimination, Harassment or Retaliation**

The [Name] Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

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Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).
Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

_____.

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_____.

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_____.

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

_____.

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

Received by: _____ Signature: _____
Date: _____

**DO NOT SEND TO THE DEPARTMENT OF LABOR.
PROVIDE TO EMPLOYEE.**

OMB Control Number: 1235-0003

Expires: 6/30/2023

In general, to be eligible to take leave under the Family and Medical Leave Act (FMLA), an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. §§ 825.300(b), (c) which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

Date: _____ (mm/dd/yyyy)

From: _____ (Employer) To: _____ (Employee)

On _____ (mm/dd/yyyy), we learned that you need leave (beginning on) _____ (mm/dd/yyyy)
for one of the following reasons: (Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- Your own serious health condition
- You are needed to care for your family member due to a serious health condition. Your family member is your:
 - Spouse
 - Parent
 - Child under age 18
 - Child 18 years or older and incapable of self-care because of a mental or physical disability
- A qualifying exigency arising out of the fact that your family member is on covered active duty or has been notified of an impending call or order to covered active duty status. Your family member on covered active duty is your:
 - Spouse
 - Parent
 - Child of any age
- You are needed to care for your family member who is a covered servicemember with a serious injury or illness. You are the servicemember's:
 - Spouse
 - Parent
 - Child
 - Next of kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

SECTION I – NOTICE OF ELIGIBILITY

This Notice is to inform you that you are:

- Eligible** for FMLA leave. (See Section II for any Additional Information Needed and Section III for information on your Rights and Responsibilities.)
- Not eligible** for FMLA leave because: (Only one reason need be checked)
 - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately: _____ towards this requirement.
(months)
 - You have not met the FMLA's 1,250 hours of service requirement. As of the first date of requested leave, you will have worked approximately: _____ towards this requirement.
(hours of service)

Employee Name: _____

- You are an airline flight crew employee and you have not met the special hours of service eligibility requirements for airline flight crew employees as of the first date of requested leave (i.e., worked or been paid for at least 60% of your applicable monthly guarantee, and worked or been paid for at least 504 duty hours.)
- You do not work at and/or report to a site with 50 or more employees within 75-miles as of the date of your request.

If you have any questions, please contact: _____ (Name of employer representative)
at _____ (Contact information).

SECTION II – ADDITIONAL INFORMATION NEEDED

As explained in Section I, you meet the eligibility requirements for taking FMLA leave. Please review the information below to determine if additional information is needed in order for us to determine whether your absence qualifies as FMLA leave. Once we obtain any additional information specified below we will inform you, **within 5 business days**, whether your leave will be designated as FMLA leave and count towards the FMLA leave you have available. **If complete and sufficient information is not provided in a timely manner, your leave may be denied.**

(Select as appropriate)

- No additional information requested. If no additional information requested, go to Section III.
- We request that the leave be supported by a certification, as identified below.
 - Health Care Provider for the Employee
 - Health Care Provider for the Employee's Family Member
 - Qualifying Exigency
 - Serious Illness or Injury (Military Caregiver Leave)

Selected certification form is attached / not attached.

If requested, medical certification must be returned by _____ (mm/dd/yyyy) (Must allow at least 15 calendar days from the date the employer requested the employee to provide certification, unless it is not feasible despite the employee's diligent, good faith efforts.)

- We request that you provide reasonable documentation or a statement to establish the relationship between you and your family member, including *in loco parentis* relationships (as explained on page one). The information requested must be returned to us by _____ (mm/dd/yyyy). You may choose to provide a simple statement of the relationship or provide documentation such as a child's birth certificate, a court document, or documents regarding foster care or adoption-related activities. Official documents submitted for this purpose will be returned to you after examination.

- Other information needed (e.g. documentation for military family leave): _____
The information requested must be returned to us by _____ (mm/dd/yyyy).

If you have any questions, please contact: _____ (Name of employer representative)
at _____ (Contact information).

SECTION III – NOTICE OF RIGHTS AND RESPONSIBILITIES

Part A: FMLA Leave Entitlement

You have a right under the FMLA to take unpaid, job-protected FMLA leave in a 12-month period for certain family and medical reasons, including up to **12 weeks** of unpaid leave in a 12-month period for the birth of a child or placement of a child for adoption or foster care, for leave related to your own or a family member's serious health condition, or for certain qualifying exigencies related to the deployment of a military member to covered active duty. You also have a right

Employee Name: _____

under the FMLA to take up to **26 weeks** of unpaid, job-protected FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (*Military Caregiver Leave*).

The 12-month period for FMLA leave is calculated as: (*Select as appropriate*)

- The calendar year (January 1st - December 31st)
- A fixed leave year based on _____
(*e.g., a fiscal year beginning on July 1 and ending on June 30*)
- The 12-month period measured forward from the date of your first FMLA leave usage.
- A “rolling” 12-month period measured backward from the date of any FMLA leave usage. (*Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the FMLA leave is to start.*)

If applicable, the single 12-month period for *Military Caregiver Leave* started on _____ (*mm/dd/yyyy*).

You (*are* / *are not*) **considered a key employee** as defined under the FMLA. Your FMLA leave cannot be denied for this reason; however, we may not restore you to employment following FMLA leave if such restoration will cause substantial and grievous economic injury to us.

We (*have* / *have not*) determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. Additional information will be provided separately concerning your status as key employee and restoration.

Part B: Substitution of Paid Leave – When Paid Leave is Used at the Same Time as FMLA Leave

You have a right under the FMLA to request that your accrued paid leave be substituted for your FMLA leave. This means that you can request that your accrued paid leave run concurrently with some or all of your unpaid FMLA leave, provided you meet any applicable requirements of our leave policy. Concurrent leave use means the absence will count against both the designated paid leave and unpaid FMLA leave at the same time. If you do not meet the requirements for taking paid leave, you remain entitled to take available unpaid FMLA leave in the applicable 12-month period. Even if you do not request it, the FMLA allows us to require you to use your available sick, vacation, or other paid leave during your FMLA absence.

(*Check all that apply*)

- Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- You have requested to use some or all of your available paid leave** (*e.g., sick, vacation, PTO*) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- We are requiring you to use some or all of your available paid leave** (*e.g., sick, vacation, PTO*) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Other:** (*e.g., short- or long-term disability, workers’ compensation, state medical leave law, etc.*) _____
Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

The applicable conditions for use of paid leave include: _____.

For more information about conditions applicable to sick/vacation/other paid leave usage please refer to _____
_____ available at: _____.

Employee Name: _____

Part C: Maintain Health Benefits

Your health benefits must be maintained during any period of FMLA leave under the same conditions as if you continued to work. During any paid portion of FMLA leave, your share of any premiums will be paid by the method normally used during any paid leave. During any unpaid portion of FMLA leave, you must continue to make any normal contributions to the cost of the health insurance premiums. To make arrangements to continue to make your share of the premium payments on your health insurance while you are on any unpaid FMLA leave, contact _____ at _____.

You have a minimum grace period of (30-days or _____ *indicate longer period, if applicable*) in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave if you do not return to work following **unpaid** FMLA leave for a reason other than: the continuation, recurrence, or onset of your or your family member’s serious health condition which would entitle you to FMLA leave; or the continuation, recurrence, or onset of a covered servicemember’s serious injury or illness which would entitle you to FMLA leave; or other circumstances beyond your control.

Part D: Other Employee Benefits

Upon your return from FMLA leave, your other employee benefits, such as pensions or life insurance, must be resumed in the same manner and at the same levels as provided when your FMLA leave began. To make arrangements to continue your employee benefits while you are on FMLA leave, contact _____ at _____.

Part E: Return-to-Work Requirements

You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. An equivalent position is one that is virtually identical to your former position in terms of pay, benefits, and working conditions. At the end of your FMLA leave, all benefits must also be resumed in the same manner and at the same level provided when the leave began. You do not have return-to-work rights under the FMLA if you need leave beyond the amount of FMLA leave you have available to use.

Part F: Other Requirements While on FMLA Leave

While on leave you (will be / will not be) required to furnish us with periodic reports of your status and intent to return to work every _____.

(Indicate interval of periodic reports, as appropriate for the FMLA leave situation).

If the circumstances of your leave change and you are able to return to work earlier than expected, you will be required to notify us at least two workdays prior to the date you intend to report for work.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.

**DO NOT SEND TO THE DEPARTMENT OF LABOR.
PROVIDE TO EMPLOYEE.**

OMB Control Number: 1235-0003

Expires: 6/30/2023

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form is optional, a fully completed Form WH-382 provides employees with the information required by 29 C.F.R. §§ 825.300(d), 825.301, and 825.305(c), which must be provided within five business days of the employer having enough information to determine whether the leave is for an FMLA-qualifying reason. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

The employer is responsible in **all** circumstances for designating leave as FMLA-qualifying and giving notice to the employee. Once an eligible employee communicates a need to take leave for an FMLA-qualifying reason, an employer may not delay designating such leave as FMLA leave, and neither the employee nor the employer may decline FMLA protection for that leave.

Date: _____ (mm/dd/yyyy)

From: _____ (Employer) To: _____ (Employee)

On _____ (mm/dd/yyyy) we received your most recent information to support your need for leave due to:
(Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- Your own serious health condition
- The serious health condition of your spouse, child, or parent
- A qualifying exigency arising out of the fact that your spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty with the Armed Forces
- A serious injury or illness of a covered servicemember where you are the servicemember's spouse, child, parent, or next of kin (Military Caregiver Leave)

We have reviewed information related to your need for leave under the FMLA along with any supporting documentation provided and decided that your FMLA leave request is: (Select as appropriate)

- Approved.** All leave taken for this reason will be designated as FMLA leave. Go to Section III for more information.
- Not Approved:** (Select as appropriate)
 - The FMLA does not apply to your leave request.
 - As of the date the leave is to start, you do not have any FMLA leave available to use.
 - Other _____
- Additional information** is needed to determine if your leave request qualifies as FMLA leave. (Go to Section II for the specific information needed. If your FMLA leave request is approved and no additional information is needed, go to Section III.)

SECTION II – ADDITIONAL INFORMATION NEEDED

We need additional information to determine whether your leave request qualifies under the FMLA. Once we obtain the additional information requested, we will inform you **within 5 business days** if your leave will or will not be designated as FMLA leave and count towards the amount of FMLA leave you have available. **Failure to provide the additional information as requested may result in a denial of your FMLA leave request.**

If you have any questions, please contact: _____ at _____
(Name of employer FMLA representative) (Contact information)

Incomplete or Insufficient Certification

The certification you have provided is incomplete and/or insufficient to determine whether the FMLA applies to your leave request.
(Select as applicable)

- The certification provided is incomplete and we are unable to determine whether the FMLA applies to your leave request. "Incomplete" means one or more of the applicable entries on the certification have not been completed.

Employee Name: _____

- The certification provided is insufficient to determine whether the FMLA applies to your leave request. “Insufficient” means the information provided is vague, unclear, ambiguous or non-responsive.

Specify the information needed to make the certification complete and/or sufficient: _____

You must provide the requested information no later than (provide at least 7 calendar days) _____ (mm/dd/yyyy), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

Second and Third Opinions

- We request that you obtain a (second / third opinion) medical certification at our expense, and we will provide further details at a later time. Note: The employee or the employee’s family member may be requested to authorize the health care provider to release information pertaining only to the serious health condition at issue.

SECTION III – FMLA LEAVE APPROVED

As explained in Section I, your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave and will count against the amount of FMLA leave you have available to use in the applicable 12-month period. The FMLA requires that you notify us as soon as practicable if the dates of scheduled leave change, are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against the total **amount of FMLA leave** you have available to use in the applicable 12-month period: (Select as appropriate)

- Provided there is no change from your **anticipated FMLA leave schedule**, the following number of hours, days, or weeks will be counted against your leave entitlement: _____.
- Because the leave you will need will be **unscheduled**, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised: (check all that apply)

- Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Based on your request, some or all of your available paid leave** (e.g., sick, vacation, PTO) **will be used during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- We are requiring you to use some or all of your available paid leave** (e.g., sick, vacation, PTO) **during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Other:** _____
(e.g., Short- or long-term disability, workers’ compensation, state medical leave law, etc.) Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

Return-to-work requirements. To be restored to work after taking FMLA leave, you (will be / will not be) required to provide a certification from your health care provider (fitness-for-duty certification) that you are able to resume work. This request for a fitness-for-duty certification is *only* with regard to the particular serious health condition that caused your need for FMLA leave. **If such certification is not timely received, your return to work may be delayed until the certification is provided.**

A list of the essential functions of your position (is / is not) attached. If attached, the fitness-for-duty certification must address your ability to perform the essential job functions.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.

**Certification of Health Care Provider for
Employee's Serious Health Condition
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage and Hour Division**



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I – EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First Middle Last

(2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)

(3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

(4) Employee's job title: _____ Job description (is / is not) attached.
Employee's regular work schedule: _____
Statement of the employee's essential job functions: _____

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: (Print) _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(2) Provide your **best estimate** of how long the condition lasted or will last: _____

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

Inpatient Care: The patient (has been / is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

Incapacity plus Treatment: (e.g. outpatient surgery, strep throat)
Due to the condition, the patient (has been / is expected to be) incapacitated for *more than* three consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (was / will be) seen on the following date(s): _____

The condition (has / has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

Pregnancy: The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

Chronic Conditions: (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

Permanent or Long Term Conditions: (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

Conditions requiring Multiple Treatments: (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

None of the above: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

- (4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage.

- (5) Due to the condition, the patient (had / will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

- (6) Due to the condition, the patient (was / will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week) _____

- (7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

- (8) Due to the condition, the patient (was / will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (9) Due to the condition, it (was / is / will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee’s essential functions or a job description, answer these questions based upon the employee’s own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (was not able / is not able / will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of Health Care Provider _____ Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, or residential medical care facility.• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
<p><u>Incapacity Plus Treatment:</u> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none">○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
<p><u>Pregnancy:</u> Any period of incapacity due to pregnancy or for prenatal care.</p>
<p><u>Chronic Conditions:</u> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p><u>Permanent or Long-term Conditions:</u> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer’s disease or the terminal stages of cancer.</p>
<p><u>Conditions Requiring Multiple Treatments:</u> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

**Certification of Health Care Provider for
Family Member's Serious Health Condition
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage Hour Division**



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: _____
First Middle Last

(2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)

(3) The medical certification must be returned by _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

(1) Name of the family member for whom you will provide care: _____

(2) Select the relationship of the family member to you. The family member is your:
 Spouse Parent Child, under age 18
 Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

(3) Briefly describe the care you will provide to your family member: *(Check all that apply)*

- Assistance with basic medical, hygienic, nutritional, or safety needs Transportation
 Physical Care Psychological Comfort Other: _____

(4) Give your **best estimate** of the amount of leave needed to provide the care described: _____

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From _____ *(mm/dd/yyyy)* to _____ *(mm/dd/yyyy)*, I am able to work
_____ *(hours per day)* _____ *(days per week)*.

Employee Signature _____ Date _____ *(mm/dd/yyyy)*

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that *involves inpatient care or continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: _____

(2) State the approximate date the condition started or will start: _____ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient *(e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort)*.

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

Inpatient Care: The patient (has been / is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

Incapacity plus Treatment: (e.g. outpatient surgery, strep throat)

Due to the condition, the patient (has been / is expected to be) incapacitated for *more than three* consecutive, full calendar days from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (was / will be) seen on the following date(s): _____

The condition (has / has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

Pregnancy: The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

Chronic Conditions: (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

Permanent or Long Term Conditions: (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

Conditions requiring Multiple Treatments: (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

None of the above: If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) _____

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient (had / will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

(8) Due to the condition, the patient (was / will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery _____ (e.g. 3 days/week)

Employee Name: _____

- (9) Due to the condition, the patient (was / will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date: _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

- (10) Due to the condition it, (was / is / will be) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Signature of Health Care Provider _____ Date _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)

Inpatient Care

- An overnight stay in a hospital, hospice, or residential medical care facility.
- Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.

Continuing Treatment by a Health Care Provider (any one or more of the following)

Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:

- Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,
- At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.

Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.

Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.

Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.

Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

**Certification for Military Family Leave for
Qualifying Exigency
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage and Hour Division**



**DO NOT SEND FORM TO THE DEPARTMENT OF LABOR.
RETURN THE COMPLETED FORM TO THE EMPLOYER.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, child, or parent (the military member) is on covered active duty or has been notified of an impending call or order to covered active duty. The FMLA allows an employer to require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. 29 C.F.R. § 825.305(b). If the employee fails to provide complete and sufficient certification, the employee's FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at http://www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the employee for the information necessary for a complete and sufficient qualifying exigency certification, which is set out at 29 C.F.R. § 825.309. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.**

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) This certification must be returned by _____ (mm/dd/yyyy).
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete all Parts of Section II and sign the form before returning it to your employer. The FMLA allows an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. If requested by your employer, your response is required to obtain the benefits and protections of the FMLA. 29 C.F.R. § 825.309. Failure to provide a complete and sufficient certification may result in a denial of your FMLA leave request. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. **You are responsible for making sure the certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. § 825.313.

- (1) Provide the name of the military member on covered active duty or call to covered active duty status:

_____ *First Middle Last*

- (2) Select your relationship of the military member. The military member is your:

Spouse Parent Child, of any age

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave for a qualifying exigency related a military member who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave for a qualifying exigency related a military member for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

PART A: COVERED ACTIVE DUTY STATUS

Covered active duty or call to covered active duty in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. Covered active duty or call to covered active duty in the case of a member of the Reserve components means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code; Section 12301(a) of Title 10 of the United States Code; Section 12302 of Title 10 of the United States Code; Section 12304 of Title 10 of the United States Code; Section 12305 of Title 10 of the United States Code; Section 12406 of Title 10 of the United States Code; chapter 15 of Title 10 of the United States Code; or, any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. 10 U.S.C. § 101(a)(13)(B).

An employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service. **This information need only be provided to the employer once, unless additional leave is needed for a different military member or different deployment.**

- (3) Provide the dates of the military member's covered active duty service: _____
- (4) Please check one of the following and attach the indicated written document to support that the military member is on covered active duty or call to covered active duty status:
 - A copy of the military member's covered active duty orders
 - Other documentation from the military indicating that the military member is on covered active duty or has been notified of an impending call to covered active duty, such as official military correspondence from the military member's chain of command
 - I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status

PART B: APPROPRIATE FACTS

Under the FMLA, leave can be taken for a number of qualifying exigencies. 29 C.F.R. § 825.126(b). Complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes available written documentation which supports the need for leave such as a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming the military member's Rest and Recuperation leave, or other documentation issued by the military which indicates that the military member has been granted Rest and Recuperation leave, or a document confirming an appointment with a third party (e.g., a counselor or school official, or staff at a care facility, a copy of a bill for services for the handling of legal or financial affairs). Please provide appropriate facts related to the particular qualifying exigency to support the FMLA leave request, including information on the type of qualifying exigency and any available written documentation of the exigency event.

- (5) Select the appropriate **Qualifying Exigency Category** and, if needed, provide additional information related to the event:
 - Short notice deployment (*i.e.*, deployment within seven or fewer days of notice)
 - Military events and related activities (*e.g.*, *official ceremonies or events, or family support and assistance programs*):

 - Childcare related activities for the child of the military member (*e.g.*, *arranging for alternative childcare*):

Employee Name: _____

- Care for the military member's parent (*e.g., admitting or transferring the parent to a new care facility*):

 - Financial and legal arrangements related to the deployment (*e.g., obtaining military identification cards*)
 - Counseling related to the deployment (*i.e., counseling provided by someone other than a health care provider*)
 - Military member's short-term, temporary Rest and Recuperation leave (R&R) (leave for this reason is limited to 15 calendar days for each instance of R&R)
 - Post deployment activities (*e.g., arrival ceremonies, or reintegration briefings and events*): _____
 - Any other event that the employee and employer agree is a qualifying exigency: _____
- (6) **Available written documentation** supporting this request for leave is (attached / not attached / not available).

PART C: AMOUNT OF LEAVE NEEDED

Provide information concerning the amount of leave that will be needed. Several questions in this section seek a response as to the frequency or duration of the qualifying exigency leave needed. Be as specific as you can; terms such as "unknown" or "indeterminate" may not be sufficient to determine FMLA coverage.

- (7) List the approximate date exigency started or will start: _____ (mm/dd/yyyy)
- (8) Provide your best estimate of how long the exigency lasted or will last:
From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)
- (9) Due to a qualifying exigency, I need to work a **reduced schedule**. Provide your **best estimate** of the reduced schedule you are able to work:
From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)
I am able to work _____
(*e.g., 5 hours/day, up to 25 hours a week*)
- (10) Due to a qualifying exigency, I will need to be absent from work for a **continuous period of time**. Provide your **best estimate** of the beginning and ending dates for the period of absence:
From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

Employee Name: _____

(11) Due to a qualifying exigency, I will need to be absent from work on an **intermittent basis** (periodically).

Provide your **best estimate** of the frequency (how often) and duration (how long) of each appointment, meeting, or leave event, including any travel time.

Over the next 6 months, absences on an **intermittent basis** are estimated to occur: _____ times per
(day / week / month) and are likely to last approximately _____ (hours / days) per episode.

(12) My leave is due to a qualifying exigency that involves **Rest and Recuperation leave** (R & R) of the military member (leave for this reason is limited to 15 calendar days for each instance of R & R leave).

List the dates of the military member's R & R leave:

From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy)

PART D: THIRD PARTY INFORMATION

If applicable, please provide information below that may be used by your employer to verify meetings or appointments with a third party related to the qualifying exigency. Examples of meetings with third parties include: arranging for childcare or parental care, to attend non-medical counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations. This information may be used by your employer to verify that the information contained on this form is accurate.

Individual (e.g., name and title) or Entity / Organization: _____

Address: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

Describe purpose of meeting: _____

Employee
Signature _____ Date _____ (mm/dd/yyyy)

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN FORM TO THE EMPLOYER.**

**Certification for Serious Injury or Illness of a
Current Servicemember for Military Caregiver Leave
under the Family and Medical Leave Act**

**U.S. Department of Labor
Wage Hour Division**



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave to care for a covered servicemember with a serious illness or injury. The FMLA allows an employer to require an employee seeking FMLA leave for this purpose to submit a medical certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the health care provider for the information necessary for a complete and sufficient medical certification. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310. Recertifications are not allowed for FMLA leave to care for a covered servicemember. Where medical certification is requested by an employer, an employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good-faith efforts to obtain such documents.** An employer requiring an employee to submit a certification for leave to care for a covered servicemember **must** accept as sufficient certification invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill servicemember at the servicemember's bedside. An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: _____
First Middle Last
- (2) Employer name: _____ Date: _____ (mm/dd/yyyy)
(List date certification requested)
- (3) This certification must be returned by: _____ (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE and/or CURRENT SERVICEMEMBER

Please complete all Parts of Section II before having the servicemember's health care provider complete Section III. The FMLA allows an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by your employer, your response is required to obtain or retain the benefit of FMLA-protected leave.

PART A: EMPLOYEE INFORMATION

- (1) Name of the current servicemember for whom employee is requesting leave: _____

Employee Name: _____

(2) Select your relationship to the current servicemember. You are the current servicemember's:

- Spouse Parent Child Next of Kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for a covered servicemember who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a covered servicemember for whom the employee has assumed the obligations of a parent. No biological or legal relationship is necessary. "Next of kin" is the servicemember's nearest blood relative, other than the spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative as designated in writing by the servicemember for purposes of FMLA leave, (2) blood relatives granted legal custody of the servicemember, (3) brothers and sisters, (4) grandparents, (5) aunts and uncles, and (6) first cousins.

PART B: SERVICEMEMBER INFORMATION AND CARE TO BE PROVIDED TO THE SERVICEMEMBER

(3) The servicemember (is / is not) a current member of the Regular Armed Forces, the National Guard or Reserves. If yes, provide the servicemember's military branch, rank and unit currently assigned to: _____

(4) The servicemember (is / is not) assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients, such as a medical hold or warrior transition unit. If yes, provide the name of the medical treatment facility or unit: _____

(5) The servicemember (is / is not) on the Temporary Disability Retired List (TDRL).

(6) Briefly describe the care you will provide to the servicemember: *(Check all that apply)*

- Assistance with basic medical, hygienic, nutritional, or safety needs
 Psychological Comfort Physical Care
 Transportation Other: _____

(7) Give your **best estimate** of the amount of leave needed to provide the care described: _____

(8) If a reduced work schedule is necessary to provide the care described, give your **best estimate** of the reduced work schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy), I am able to work: _____ (hours per day) _____ (days per week).

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all Parts of this Section fully and completely, and sign the form below. The employee listed at Section I has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Note: For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating. "Need for care" includes both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the servicemember is not able to care for his or her own basic medical, hygienic, or nutritional needs or safety, or needs transportation to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the servicemember who is receiving inpatient or home

Employee Name: _____

care. A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above.

PART A: HEALTH CARE PROVIDER INFORMATION

Health Care Provider's Name: *(Print)* _____

Health Care Provider's business address: _____

Type of practice/Medical specialty: _____

Telephone: (____) _____ Fax: (____) _____ E-mail: _____

Please select the type of FMLA health care provider you are:

- DOD health care provider
- VA health care provider
- DOD TRICARE network authorized private health care provider
- DOD non-network TRICARE authorized private health care provider
- Health care provider as defined in 29 C.F.R. § 825.125

PART B: MEDICAL INFORMATION

Please provide appropriate medical information of the patient as requested below. Limit your responses to the servicemember's condition for which the employee is seeking leave. If you are unable to make some of the military-related determinations contained below, you are permitted to rely upon determinations from an authorized DOD representative, such as a DOD recovery care coordinator. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e).

(1) Patient's Name: _____

(2) List the approximate date condition started or will start: _____ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition will last: _____

(4) The servicemember's injury or illness: *(Select as appropriate)*

- Was incurred in the line of duty on active duty.
- Existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty.
- None of the above.

(5) The servicemember (is / is not) undergoing medical treatment, recuperation, or therapy for this condition.

If yes, briefly describe the medical treatment, recuperation or therapy: _____

Employee Name: _____

- (6) The current servicemember's medical condition is classified as: *(Select as appropriate)*
- (VSI) Very Seriously Ill/Injured** Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
 - (SI) Seriously Ill/Injured** Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
 - OTHER Ill/Injured** A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.
 - NONE OF THE ABOVE.** *Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under 29 C.F.R. § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.*

PART C: AMOUNT OF LEAVE NEEDED

For the medical condition checked in Part B, complete all that apply. Some questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

- (7) Due to the condition, the servicemember will need care for a **continuous period of time**, including any time for treatment and recovery. Provide your **best estimate** of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for this period of time.
- (8) Due to the condition, it is medically necessary for the servicemember to attend **planned medical treatment** appointments (scheduled medical visits). Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery _____ (e.g. 3 days/week)
- (9) Due to the condition, it is medically necessary for the servicemember to receive care on an **intermittent basis** (periodically), such as the care needed because of episodic flare-ups of the condition or assisting with the servicemember's recovery. Provide your **best estimate** of how often (frequency) and how long (the duration) the intermittent episodes will likely last.

Over the next 6 months, intermittent care is estimated to occur _____ times per
(day / week / month) and are likely to last approximately _____ (hours / days) per episode.

Signature of
Health Care Provider _____ Date _____ (mm/dd/yyyy)

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN IT TO THE PATIENT.

Personnel - All EmployeesProfessional Boundaries Between Employees and Students**Definitions:**

Grooming means building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place;

Personal communication system means a device or software that provides for communication between two or more parties and is capable of receiving, displaying, or transmitting communication. Personal communication system includes, but is not limited to, a mobile or cellular telephone, an email service, or a social media platform;

School employee means a person nineteen years of age or older who is employed by a public, private, denominations, or parochial school approved or accredited by the State Department of Education. Neb. Rev. Stat. § 28-720. School employee also includes any person who is contracted with, or otherwise paid by the district and who has access to or interaction with students including all student teachers or interns.

Sexual contact has the same meaning as in section 28-318;

Sexual penetration has the same meaning as in section 28-318; and

Student teacher or intern has the same meaning as in section 79-875.

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of this policy or any violation of professional boundaries is misconduct and will likely result in disciplinary action.

In addition, a violation of employee and student boundaries is also a violation of standards of professional conduct which could result in the revocation of a certificated educator's certificate or permit. 92 Nebraska Administrative Code Chapter 27.

Such violations could also result in a referral to the Nebraska Department of Health and Human Services and law enforcement.

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

Prohibited Activity:

Engaging in any relationship that involves sexual contact or sexual penetration with a student while the student attends the school where the employee works and for one year after the student graduates or otherwise ceases enrollment.

The following is a non-exclusive list of actions that will be regarded as a violation of the professional boundaries that all employees are expected to maintain with all students. In addition, repeatedly engaging in any of these activities or a combination of these activities are examples of grooming as defined in this policy.

1. Communication with students through any method not approved or not designated by the school district including social networking apps or websites and texting, or other instant messaging, one-on-one with any students.
2. Communication with students on any matters or subjects that do not pertain to school or school-related activities. School or school related activities include student homework, in class activities, school sponsored sports or clubs or any other school-sponsored activity.
3. Engaging in any kind of behavior or communication that could be reasonably construed as a sexual advance or respond in any positive manner to a student's sexual advance.
4. Being alone with a student anywhere where all doors to such room are closed.
5. Showing a student any inappropriate or sexually suggestive material that is not part of classroom lesson or curriculum known to appropriate school authorities.
6. Telling jokes with sexual themes or subject matter.
7. Invading a student's physical privacy. One example would be walking in on a student changing in a locker room or bathroom when the employee has no duty to be there.
8. Intruding on a student's personal physical space in any manner that makes a student uncomfortable.
9. Initiating unwanted physical contact.
10. Treating one student differently from other students either by providing privileges or failing to enforce school policy or other disciplinary action.
11. Discussing an educator's private personal matters with a student and inquiring about a student's private personal matters when no basis for concern about the student's health or safety.
12. Providing rides to a student in an employee's personal vehicle without the express written permission of a student's parent or guardian and permission from an administrator unless another school employee is in the vehicle.
13. Meeting with a student outside of school for any reason other than a school sponsored activity or event.
14. Having a student in an employee's home without a student's parent or appropriate chaperone.
15. Giving or receiving gifts to or from one student. A gift to a class or the same gift to a group of students is not prohibited.
16. Consuming alcohol in the presence of any student when the student's parent or

- guardian is not present or consuming illegal drugs in the presence of students at any time.
17. Providing alcohol or illegal or unauthorized drugs or medications to a student under any circumstances.
 18. Any other behavior with could exploit the unique position of trust and authority between a student and employee.

Exceptions to these prohibitions may include:

1. Communicating with your own child or another student with whom there is personal relationship that exists independent of that child being a student at the same school where the employee works such as when the student is a relative, neighbor or fellow member of a group or organization outside of the school or school sponsored setting when such communications pertain to such a group or organization.
2. An emergency or concern for that student's immediate health or safety.
3. A singular chance encounter at a public place provided the encounter provided there is no additional violation of this policy

Except in the case of a true emergency, or an unplanned chance encounter, employees must obtain permission in writing from his or her administrator prior to engaging in such communication.

Permissible methods to communicate with students outside of school:

The Superintendent or Superintendent's designee will circulate to staff the District-approved apps or social media sites that employees may use to communicate with student regarding educationally related topics.

In addition, employees may utilize:

1. Text messages that include at least one other adult and a student. The adult may either be the student's parent or guardian or another school employee.
2. Use of social media through a district approved social media account as a coach or supervisor of a school sponsored club or activity. However, even approved social media communication must abide by the standards of professional conduct and must be professional in nature and in the best interest of the school district.
3. Use of the school district email system.

Allowing students to view an educator's social media postings is not a preferred method of communication. Educators are responsible for any social media postings that is viewed by students when such posting violates the standards of professional conduct.

Permissible ways to engage with students when the employee has concerns about the student's well-being:

1. Contact the guidance counselor and ensure the student's parent or guardian is aware of your concerns.
2. Contact the student's parents or guardian if the concern is not with the parent or guardian.
3. If you believe the student is in immediate danger, contact the Nebraska Department of Health and Human Services child abuse hotline or contact law enforcement.

Reporting Violations:

If any school employee violates this policy or has reason to believe another employee has violated this policy, the employee is required to make a report to the superintendent within 24 hours. The school employee also has an obligation to report to the Nebraska Health and Human Services and the Nebraska Department of Education.

The most serious violations shall be reported immediately. The Superintendent shall also ensure a report is made to the Nebraska Department of Education, the Nebraska child abuse and neglect hotline and law enforcement authorities as required by law and notify the school Board President. If the superintendent is the alleged violator or fails to take appropriate steps, the School Board President shall be notified by the school employee.

Students who feel his or her boundaries have been violated or know of another student whose boundaries have been violated may report to any school employee he or she is comfortable to confide in. That school employee will then have an obligation to report as identified above.

Reprisal or retaliation for good faith reports made by students or school employees is itself a violation and is prohibited.

Records retention:

School employees are required to maintain copies of any communication exchanged with students via a personal communications system. Such copies must be maintained pursuant to district records retention policies and schedules. The records may be kept electronically or in hard copy or any format easily retrievable by the employee upon request. Any employee who is unable to produce copies of such communications for any reason will be in violation of this policy.

FERPA and Confidentiality:

School employees are encouraged to consult their school's policy on confidentiality of personally identifiable student information before posting any information regarding student or student activities online.

Legal Reference: Neb. Rev. Stat. Sec. 79-879

Date of Adoption: [Insert Date]

RELEASE FORM
(For Child Age 6 to Not Attend School)

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of _____ (Child's name). The Child's date of birth is _____. The Child has or will reach the age of six prior to January 1 of the current school year, but will not reach age seven prior to January 1 of the current school year.

I elect to not enroll the Child in an accredited school this school year and hereby affirm (check or initial appropriate exception for attendance):

_____ the Child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or

_____ the parent or guardian intends for the Child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Dated this ____ day of _____, 20__.

Parent or Guardian

Disenroll to Attend Homeschool

I am the parent or guardian of _____ (Child's name).

I elect to disenroll the Child from an accredited school this school year and hereby affirm _that I intend for the Child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements (a homeschool) and will provide the Commissioner of Education with a statement confirming such homeschool status.

Parent or Guardian

Date

AFFIDAVIT RELEASE FORM
(For Child Age 6 to Not Attend School)

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of _____ (Child's name). The Child's date of birth is _____. The Child has or will reach the age of six prior to January 1 of the current school year, but will not reach age seven prior to January 1 of the current school year.

I elect to not enroll the Child in an accredited school this school year and hereby affirm (check or initial appropriate exception for attendance):

_____ the Child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or

_____ the parent or guardian intends for the Child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

~~IN WITNESS WHEREOF, this affidavit is signed and acknowledged~~ **Dated** this ____ day of _____, 20__.

Parent or Guardian

~~STATE OF NEBRASKA~~ _____)
_____) ~~ss.~~
~~COUNTY OF~~ _____)

~~The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.~~

Notary Public

Disenroll to Attend Homeschool

I am the parent or guardian of _____ (Child's name).

I elect to disenroll the Child from an accredited school this school year and hereby affirm _that I intend for the Child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements (a homeschool) and will provide the Commissioner of Education with a statement confirming such homeschool status.

Parent or Guardian

Date



NEBRASKA WITHDRAWAL FROM MANDATORY ATTENDANCE FORM

_____, _____, _____ submitted a written request to
 Requester's Name Address City
 _____, _____, alleging that he/she was a
 District Name District Code
 person with legal or actual charge or control of _____, with the child's
 Child's First Name Child's Middle Name Child's Last Name
 date of birth being ____/____/____, and having a NDE Student ID _____, and that said child be withdrawn
 Month/Day/Year ID #
 from school under the provisions of section 79-202 of the Nebraska Reissue Revised Statutes. Said child currently
 attends _____.
 School of Attendance Name School of Attendance Code

An exit interview was conducted on ____ day of _____, 20____, with the following being present:
 Day Month Year

 First and Last Name of Person Making Written Request with Legal or Actual Control of Child

 First and Last Name of Child (May be Left Blank if Reason is Illness)

 First and Last Name of Principal or Designee if Child is Currently Enrolled in District

_____, _____,
 First and Last Name(s) of Other Persons Present and their Relationship to the Child

 First and Last Name of Superintendent or Designee

_____ presented evidence that (a) the person has legal or actual charge or control of the
 Name of Person Making Request
 child and (b) the child would be withdrawing due to:

- (i) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- (ii) an illness of the child making attendance impossible or impracticable.

All known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future were presented and discussed.

I, being the person making the written request to withdraw the child, hereby affixes my signature representing that I attended said exit interview, all of the requirements having been presented and discussed, and I agree to the withdrawal of the child.

 Signature of Requester

 Signature of Child (May be left blank if Reason is Illness)

My signature below acknowledges that the exit interview was held, the required information was provided and discussed at the interview, and, that in my opinion, based upon the evidence presented at the exit interview, the person making the written request does in fact have legal or actual charge or control of the child, and the child is experiencing:

- (a) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- (b) an illness of the child making attendance impossible or impracticable.

 Superintendent's or Designee's Signature

 Date of Signature

79-202. (1) A person who has legal or actual charge or control of a child who is at least sixteen years of age but less than eighteen years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements of section 79-201 if an exit interview is conducted and the withdrawal form is signed as required by subsections (2) through (5) of this section for a child enrolled in a public, private, denominational, or parochial school or if a signed notarized release form is filed with the Commissioner of Education as required by subsection (6) of this section for a child enrolled in a school that elects pursuant to section 79-1601 not to meet accreditation or approval requirements.

(2) Upon the written request of any person who has legal or actual charge or control of a child who is at least sixteen years of age but less than eighteen years of age, the superintendent of a school district or the superintendent's designee shall conduct an exit interview if the child (a) is enrolled in a school operated by the school district or (b) resides in the school district and is enrolled in a private, denominational, or parochial school.

(3) The superintendent or the superintendent's designee shall set the time and place for the exit interview which shall be personally attended by: (a) The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable; (b) the person who has legal or actual charge or control of the child who requested the exit interview; (c) the superintendent or the superintendent's designee; (d) the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and (e) any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, but need not be limited to, other school district personnel or the child's principal or such principal's designee if the child is enrolled in a private, denominational, or parochial school.

(4) At the exit interview, the person making the written request pursuant to subsection (2) of this section shall present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either (i) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child or (ii) an illness of the child making attendance impossible or impracticable. The superintendent or superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

(5)(a) At the conclusion of the exit interview, the person making the written request pursuant to subsection (2) of this section may sign the withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal. (b) Any withdrawal form signed by the person making the written request pursuant to subsection (2) of this section shall be valid only if (i) the child signs the form unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable and (ii) the superintendent or superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the superintendent or the superintendent's designee, the person making the written request pursuant to subsection (2) of this section does in fact have legal or actual charge or control of the child and the child is experiencing either (A) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child or (B) an illness making attendance impossible or impracticable.

(6) A person who has legal or actual charge or control of the child who is at least sixteen years of age but less than eighteen years of age may withdraw such a child before graduation and be exempt from the mandatory attendance requirements of section 79-201 if such child has been enrolled in a school that elects pursuant to section 79-1601 not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

(7) A child who has been withdrawn from school pursuant to this section may enroll in a school district at a later date as provided in section 79-215 or may enroll in a private, denominational, or parochial school or a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Any such enrollment shall void the withdrawal form previously entered, and the provisions of sections 79-201 to 79-210 shall apply to the child.

(8) The Commissioner of Education shall prescribe the required form for withdrawals pursuant to this section and determine and direct either that (a) withdrawal forms of school districts for any child who is withdrawn from school pursuant to this section and subdivision (3)(c) of section 79-201 shall be provided annually to the State Department of Education or (b) data regarding such students shall be collected under subsection (2) of section 79-528.

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

The [Name] 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 [Name] Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([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 [Name] 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 (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

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

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

4. Confidentiality:

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

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

5. Training:

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

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

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

7. Preventive Measures:

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

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

Date of Adoption: [Insert Date]

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

The [Name] 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 [Name] Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([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 [Name] 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 (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

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

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

4. Confidentiality:

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

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

5. Training:

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

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

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

7. Preventive Measures:

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

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

Date of Adoption: [Insert Date]

**Complaint Form
Discrimination, Harassment or Retaliation**

The [Name] Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:
Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).
Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

_____.

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

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

_____.

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

_____.

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

Received by: _____ Signature: _____
Date: _____

**Complaint Form
Discrimination, Harassment or Retaliation**

The [Name] Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

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Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).
Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

_____.

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

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

_____.

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

_____.

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

Signature: _____

Received by: _____ Date: _____

InstructionClassroom Environment

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

Staff members may not hang posters, flags, banners or other displays in the classroom that are (1) unrelated to the curriculum and (2) may otherwise result in a disruption to the learning environment. Any staff member who is uncertain as to whether a particular display is permitted in the classroom should consult with their building principal in a proactive manner.

Date of Adoption: [Insert Date]

InstructionClassroom Environment

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

Staff members may not hang posters, flags, banners or other displays in the classroom that are (1) unrelated to the curriculum and (2) may otherwise result in a disruption to the learning environment. Any staff member who is uncertain as to whether a particular display is permitted in the classroom should consult with their building principal in a proactive manner.

Date of Adoption: [Insert Date]

InstructionAssessments—Academic Content Standards

The Board of Education may vote to adopt the academic content standards recommended by the State Board of Education (“State Board”).

If the Board of Education does not affirmatively vote to adopt an academic content standard recommended by the State Board, then the Board of Education will adopt a standard equal to or excess in rigor of the standard recommended 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. Sections 79-760 to 79-760.05

Date of Adoption: [Insert Date]

InstructionAssessments—Academic Content Standards

The Board of Education may vote to adopts the academic content standards recommended by 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 September, 2017; and
Social Studies standards that were adopted by the State Board in November, 2019.~~

If Unless other action is taken, the Board of Education ~~adopts~~ does not affirmatively vote to adopt an academic content standard recommended by the State Board, then the Board of Education will adopt a standard equal to or excess in rigor of the standard recommended by the State Board.

~~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. Sections 79-760 to 79-760.05

Date of Adoption: [Insert Date]

InstructionSpecial Education

[Name] Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

1. Free Appropriate Public Education

A free appropriate public education shall be made available to all children with disabilities residing in the District from date of diagnosis through the school year in which the student reaches 21 years of age, including children with disabilities who have been suspended or expelled.

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

2. Full Educational Opportunity Goal

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

3. Child Find

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated and a practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will publish annual notice of any significant activity that is designed to identify, locate, or evaluate children to publicly notify parents. The District will screen and evaluate all children with suspected disabilities birth through age 21, and will implement practical methods to track which children are currently receiving special education and related services. The District will provide student referrals that are accompanied by documentation of scientific, research, or evidence-based academic and/or behavioral interventions that have been implemented as designed for the appropriate period of time

to show effect or lack of effect that demonstrates the child is not making a sufficient rate of progress to meet age or state-approved, grade-level standards within a reasonable time frame. The District will provide sustained supervision to monitor the implementation of compliant practices for the Child Find Rule. The District will use supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of Child Find, paying particular attention to the communities experiencing disproportionality in the schools. All District Child Find activities will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.01 through 006.01A2

4. Pre-Referral Interventions

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

5. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Legal Reference: 92 NAC 51-007

6. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the "Least Restrictive Environment Rules").

The District will: (1) develop and implement written procedures for implementation of the LRE Rules; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the LRE Rules; (3) provide sustained supervision to monitor the implementation of compliant practices for the LRE Rules; (4) use the supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of least restrictive environment, paying particular attention to the disproportionate group; (5) ensure that every Individualized Education Programs (IEP) team meaningfully considers various support systems and activities that could be used to assist students with disabilities (SWD) to be educated successfully in general education classes prior to the consideration of pullout special education services; (6) ensure that special education teachers provide support to general education teachers in a variety of ways including, but not limited to, consultation, implementation of accommodations or modifications, and co-teaching; (7) ensure that a continuum of alternative placements is

available to meet the needs of children with disabilities, particularly those in the disproportionate group, for special education and related services; (8) ensure that, in determining the educational placement of a child with a disability, including a preschool child with a disability, each district ensures that the placement decision is made by a group of persons including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options. Particular attention is paid to the disproportionate group; (9) ensure that placement discussions are based upon a completed IEP developed by the IEP team, focused on individualized student needs; and (10) ensure that the IEP teams review the students' progress at least annually to determine appropriate placement and progress towards annual goals.

Legal Reference: 92 NAC 51-008.01

7. Procedural Safeguards

Children with disabilities and their parents shall be afforded the required procedural safeguards.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

8. Disciplinary Removal of Children with Disabilities

The District will (1) develop and implement written procedures for disciplining students with disabilities (the "Discipline Rules"); (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Discipline Rules; (3) provide sustained supervision to monitor the implementation of compliant practices for the Discipline Rules; (4) use supervision and monitoring data, disaggregated by race/ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of discipline (including but not limited to: de-escalation techniques, functional behavior assessment, behavior intervention planning, and manifestation determination procedures); (5) ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining suspension of a child with a disability, and ensure that data shows that these considerations are equitably made by race/ethnicity; (6) notify parents on the day that the decision is made to make a removal that constitutes a change in placement of a child with a disability because of violation of a code of child conduct, and send parents copies of the procedural safeguards; (7) provide educational services for students removed fewer than 10 days to enable the student to continue to participate in the general educational curriculum, although in another setting, and to progress toward meeting the goals set out in the Individualized Education Programs, with data showing that these services are equitably provided by race/ethnicity; (8) ensure that within 10 school days of any decision to change placement of a child with a disability because of a violation of a code of student conduct, the IEP Team will review all relevant information in the file to determine whether the conduct in question was caused by or had a direct and substantial relationship to the child's disability or the conduct was the direct result of the district's failure to implement the IEP, and that such determinations are made equitable by race/ethnicity; and (9) ensure that, if the IEP Team makes a determination that the conduct was a manifestation of the child's disability, then the IEP Team conducts a functional behavioral assessment, unless the District conducted a FBA before the behavior that resulted in the change of placement occurred, and implements a behavioral intervention plan.

Legal Reference: 92 NAC 51-016

9. Evaluation, Identification, and Reevaluation Procedures

Children with disabilities shall be evaluated, identified, and reevaluated in accordance with 92 NAC 51-006. The District will: (1) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule; (2) provide sustained supervision to monitor the implementation of compliant practices for the Evaluation and Reevaluation Rule; (3) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of evaluation and reevaluation, as well as the appropriate technical assistance/professional development to any schools and/or personnel identified in such data; (4) conduct a reevaluation of each child with a disability at least once every 3 years, unless the parent and the District agree that a reevaluation is unnecessary; (5) use a variety of assessment tools and strategies to gather relevant academic, functional, and developmental information about the child, including information provided by the parents, and information related to enabling the child to be involved in and progress in the general education curriculum that may assist in determining: (i) Whether the child is a child with a disability, and (ii) The content of the child's individualized education program; (6) use more than one procedure to determine whether a child has a disability and the appropriate educational program for the child; (7) use technically sound instruments to assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; (8) select assessments and other evaluation materials in a manner that (i) does not discriminate on a racial or cultural basis, (ii) is provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer, (iii) has been validated for the specific purpose for which they are used, and (iv) are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments; and (9) provide high quality, sustained professional learning activities on the written procedures for appropriate District and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. Locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent(s) with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

10. Confidentiality of Personally Identifiable Information

The confidentiality of student records and information shall be maintained in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

11. Transition of Children from Part C to Preschool Programs

Children participating in early intervention programs under Part C of the IDEA (early intervention services) and who will participate in preschool programs assisted under Part B of the IDEA (services for school-aged children) shall experience a smooth and effective transition to those preschool programs in a manner consistent with 92 NAC 52-008. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

12. Children in Nonpublic Schools

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

13. Personnel Standards and Personnel Development

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

14. Participation in and Reporting of State and District Wide Assessments

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

15. Suspension and Expulsion Rates

The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

16. Access to Instructional Materials

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of printed instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or

- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

17. Over-Identification and Disproportionality

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

18. Prohibition on Mandatory Medication

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

19. Transportation

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law.

Legal Reference: 92 NAC 51-014.01 through 014.02

20. Surrogates

A surrogate will be appointed and other action taken to ensure the rights of children with a disability as required by law.

Legal Reference: 92 NAC 51-009.10

21. Early Intervention Services – Consent

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

22. Eligibility Determinations

The District will (1) develop written procedures for implementation of the Eligibility Determination Rule; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Eligibility Determination Rule; (3) provide sustained supervision to monitor the implementation of compliant practices for the Eligibility Determination Rule; (4) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of eligibility; (5) ensure Individualized Education Programs (IEPs) are developed for children with a

determination made of having a disability that has: (a) an adverse effect on educational performance (academic, functional, and/or developmental) and (b) requires special education and related services; (6) ensure that an eligibility report, which documents the area of disability, is completed and placed in each child's special education folder, with the eligibility report providing statements for each component of the eligibility and be comprehensive enough to serve as the evaluation report when necessary; (7) ensure the completion of the administration of assessments and other measures that the Multidisciplinary Evaluation Team (a group of qualified professionals and the parents of the child) determine whether the child is a child with a disability and the educational needs of the child; (8) ensure appropriate consideration of the exclusionary factor for reading (a child is not to be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in reading, including the essential components of reading instruction as defined in section 1208(3) of ESEA); (9) ensure appropriate consideration of the exclusionary factor for math (a child must not be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in math); (10) ensure appropriate consideration of the exclusionary factor for Limited English Proficiency (LEP) (a child will not be determined to be a child with a disability if the primary factor for that determination is limited English proficiency); and (11) ensure (1) evaluation data draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations as well as the information about the child's physical condition, social or cultural background, and adaptive behavior and (2) that information obtained from all these sources is documented and carefully considered.

Legal Reference: 92 NAC 51-006.04.

Legal Reference: 34 CFR Parts 300, 303 and 304
Neb. Rev. Stat. Sec. 79-1110 to 79-1167
92 NAC 51, 52 and 55

Date of Adoption: [Insert Date]

InstructionSpecial Education

[Name] Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

1. Free Appropriate Public Education

A free appropriate public education shall be made available to all children with disabilities residing in the District from date of diagnosis through the school year in which the student reaches 21 years of age, including children with disabilities who have been suspended or expelled.

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

2. Full Educational Opportunity Goal

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

3. Child Find

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated and a practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will publish annual notice of any significant activity that is designed to identify, locate, or evaluate children to publicly notify parents. The District will screen and evaluate all children with suspected disabilities birth through age 21, and will implement practical methods to track which children are currently receiving special education and related services. The District will provide student referrals that are accompanied by documentation of scientific, research, or evidence-based academic and/or behavioral interventions that have been implemented as designed for the appropriate period of time

to show effect or lack of effect that demonstrates the child is not making a sufficient rate of progress to meet age or state-approved, grade-level standards within a reasonable time frame. The District will provide sustained supervision to monitor the implementation of compliant practices for the Child Find Rule. The District will use supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of Child Find, paying particular attention to the communities experiencing disproportionality in the schools. All District Child Find activities will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.01 through 006.01A2

4. Pre-Referral Interventions

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

4.5. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Legal Reference: 92 NAC 51-007

5.6. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

The District will: (1) develop and implement written procedures for implementation of the Least Restrictive Environment (LRE) Rule; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the LRE Rule; (3) provide sustained supervision to monitor the implementation of compliant practices for the LRE Rule; (4) use the supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of least restrictive environment, paying particular attention to the disproportionate group; (5) ensure that every Individualized Education Programs (IEP) team meaningfully considers various support systems and activities that could be used to assist students with disabilities (SWD) to be educated successfully in general education classes prior to the consideration of pullout special education services; (6) ensure that special education teachers provide support to general education teachers in a variety of ways including, but not limited to, consultation, implementation of

accommodations or modifications, and co-teaching; (7) ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in the disproportionate group, for special education and related services; (8) ensure that, in determining the educational placement of a child with a disability, including a preschool child with a disability, each district ensures that the placement decision is made by a group of persons including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options. Particular attention is paid to the disproportionate group; (9) ensure that placement discussions are based upon a completed IEP developed by the IEP team, focused on individualized student needs; and (10) ensure that the IEP teams review the students' progress at least annually to determine appropriate placement and progress towards annual goals.

Legal Reference: 92 NAC 51-008.01 ~~through 008.011~~

6.7. Procedural Safeguards

Children with disabilities and their parents shall be afforded the required procedural safeguards.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07 ~~and 016.01 through 016.07C~~

8. Disciplinary Removal of Children with Disabilities

The District will (1) develop and implement written procedures for disciplining students with disabilities (the "Discipline Rules"); (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Discipline Rules; (3) provide sustained supervision to monitor the implementation of compliant practices for the Discipline Rules; (4) use supervision and monitoring data, disaggregated by race/ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of discipline (including but not limited to: de-escalation techniques, functional behavior assessment, behavior intervention planning, and manifestation determination procedures); (5) ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining suspension of a child with a disability, and ensure that data shows that these considerations are equitably made by race/ethnicity; (6) notify parents on the day that the decision is made to make a removal that constitutes a change in placement of a child with a disability because of violation of a code of child conduct, and send parents copies of the procedural safeguards; (7) provide educational services for students removed fewer than 10 days to enable the student to continue to participate in the general educational curriculum, although in another setting, and to progress toward meeting the goals set out in the Individualized Education Programs, with data showing that these services are equitably provided by race/ethnicity; (8) ensure that within 10 school days of any decision to change placement of a child with a disability because of a violation of a code of student conduct, the IEP Team will review all relevant information in the file to determine whether the conduct in question was caused by or had a direct and substantial relationship to the child's disability or the conduct was the direct result of the district's failure to implement the IEP, and that such determinations are made equitable by race/ethnicity; and (9) ensure that, if the IEP Team makes a determination that the conduct was a manifestation of the child's disability, then the IEP Team conducts a functional behavioral assessment, unless the District conducted a FBA before the behavior that resulted in the change of placement occurred, and implements a behavioral intervention plan.

Legal Reference: 92 NAC 51-016

7.9. Evaluation, and Identification, and Reevaluation Procedures

Children with disabilities shall be evaluated, ~~and identified, and reevaluated~~ in accordance with 92 NAC 51-006. The District will: (1) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule; (2) provide sustained supervision to monitor the implementation of compliant practices for the Evaluation and Reevaluation Rule; (3) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of evaluation and reevaluation, as well as the appropriate technical assistance/professional development to any schools and/or personnel identified in such data; (4) conduct a reevaluation of each child with a disability at least once every 3 years, unless the parent and the District agree that a reevaluation is unnecessary; (5) use a variety of assessment tools and strategies to gather relevant academic, functional, and developmental information about the child, including information provided by the parents, and information related to enabling the child to be involved in and progress in the general education curriculum that may assist in determining: (i) Whether the child is a child with a disability, and (ii) The content of the child's individualized education program; (6) use more than one procedure to determine whether a child has a disability and the appropriate educational program for the child; (7) use technically sound instruments to assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; (8) select assessments and other evaluation materials in a manner that (i) does not discriminate on a racial or cultural basis, (ii) is provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer, (iii) has been validated for the specific purpose for which they are used, and (iv) are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments; and (9) provide high quality, sustained professional learning activities on the written procedures for appropriate District and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. Locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent(s) with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

8.10. Confidentiality of Personally Identifiable Information

The confidentiality of student records and information shall be maintained in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

9.11. Transition of Children from Part C to Preschool Programs

Children participating in early intervention programs under Part C of the IDEA (early intervention services) and who will participate in preschool programs assisted under Part B of the IDEA (services for school-aged children) shall experience a smooth and effective transition to those

preschool programs in a manner consistent with 92 NAC 52-008. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

10.12. Children in Nonpublic Schools

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

11.13. Personnel Standards and Personnel Development

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

12.14. Participation in and Reporting of State and District Wide Assessments

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

13.15. Suspension and Expulsion Rates

The District will examine data, including data disaggregated by race/~~and~~ ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

14.16. Access to Instructional Materials

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of print instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the printed instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or
- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

15.17. Over-Identification and Disproportionality

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-~~003.10~~;006.02C

16.18. Prohibition on Mandatory Medication

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

17.19. Transportation

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law.

Legal Reference: 92 NAC 51-014.01 through 014.02

18.20. Surrogates

A surrogate will be appointed and other action taken to ensure the rights of children with a disability as required by law.

Legal Reference: 92 NAC 51-009.10

19.21. Early Intervention Services – Consent

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

22. Eligibility Determinations

The District will (1) develop written procedures for implementation of the Eligibility Determination Rule; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Eligibility Determination Rule; (3) provide sustained supervision to monitor the implementation of compliant practices for the Eligibility Determination Rule; (4) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of eligibility; (5) ensure Individualized Education Programs (IEPs) are developed for children with a determination made of having a disability that has: (a) an adverse effect on educational performance (academic, functional, and/or developmental) and (b) requires special education and related services; (6) ensure that an eligibility report, which documents the area of disability, is completed and placed in each child's special education folder, with the eligibility report providing

statements for each component of the eligibility and be comprehensive enough to serve as the evaluation report when necessary; (7) ensure the completion of the administration of assessments and other measures that the Multidisciplinary Evaluation Team (a group of qualified professionals and the parents of the child) determine whether the child is a child with a disability and the educational needs of the child; (8) ensure appropriate consideration of the exclusionary factor for reading (a child is not to be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in reading, including the essential components of reading instruction as defined in section 1208(3) of ESEA); (9) ensure appropriate consideration of the exclusionary factor for math (a child must not be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in math); (10) ensure appropriate consideration of the exclusionary factor for Limited English Proficiency (LEP) (a child will not be determined to be a child with a disability if the primary factor for that determination is limited English proficiency); and (11) ensure (1) evaluation data draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations as well as the information about the child's physical condition, social or cultural background, and adaptive behavior and (2) that information obtained from all these sources is documented and carefully considered.

Legal Reference: 92 NAC [51-006.04](#).

Legal Reference: 34 CFR Parts 300, 303 and 304
Neb. Rev. Stat. Sec. 79-1110 to 79-1167
92 NAC 51, [52 and 55](#)

Date of Adoption: [Insert Date]

Internal Board Policies - OrganizationAnnual Organizational Meeting

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

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

1. After new Board members are sworn in, the Board will elect from its members a President, Vice President, Secretary and Treasurer, and if it is determined by the Board of Education to be needed an ex officio secretary and treasurer and those elected will assume office at the organizational meeting.

Upon call for nominations for each office by the Chair, nominations shall be made by written or oral ballot. Voting will be by oral or written ballot on all members nominated and repeated until a majority is achieved for a nominee. If no member receives a majority of votes after _____ ballots or _____ hours, the Board member who was the President of the Board during the immediately preceding term shall continue as President. In the event that the previous Board President is no longer a Board member, then the Vice President from the immediately preceding term shall become the President. In the event that both the prior President and Vice President are no longer members of the Board, then the longest tenured Board member shall serve as President. The vote may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.

2. The President shall assume the chair immediately upon the President's election.
3. The motions for the officer elections should read: Move that _____ be elected as _____ (name of office) to serve a term of one year, or until the person's successor is elected and qualified.

- B. The order of business for meeting should be as follows:

1. Call to Order and Roll Call
2. Oath of office for most recently elected

3. Elections
 - a. President
 - b. Vice President
 - c. Treasurer
 - d. Secretary

4. Approval of committees, positions, and designations
 - a. Consider, discuss and take action to elect Secretary to the BOE
 - b. Consider, discuss and take action to select Legal counsel
 - c. Consider, discuss and take action to elect Committees as determined by the BOE
 - d. Consider, discuss and take action to select Depository bank(s)
 - e. Consider, discuss and take action to select District newspaper(s) of record

5. Approval of current Board policies and regulations

6. Designate date for the annual review of BOE policies

7. Dissemination to each Board member of conflict of interest statutes

8. Adjournment

Date of Adoption: [Insert Date]

RESOLUTION

RESOLVED, that the official depository of school funds for this School District is hereby designated to be _____, and that the designation of any other institution as the depository of school funds is hereby withdrawn.

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, and member _____ seconded the same. After discussion and roll call vote, the following members voted in favor of passage and adoption of the above Resolution: _____

_____.
The following members voted against the same: _____

_____.
The following members were absent or not voting: _____

_____.
The above Resolution, having been consented to and approved by a majority of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this ____ day of _____, 20__.

[Name] Public Schools

BY: _____
President

Attest:

Secretary

Legal Reference: Neb. Rev. Stat. Sections 77-2350 and 77-2350.01

Date of Adoption: [Insert Date]

Internal Board Policies - OrganizationAnnual Organizational Meeting

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

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

1. After new Board members are sworn in, the Board will elect from its members a President, Vice President, Secretary and Treasurer, and if it is determined by the Board of Education to be needed an ex officio secretary and treasurer and those elected will assume office at the organizational meeting.

Upon call for nominations for each office by the Chair, nominations shall be made by written or oral ballot. Voting will be by oral or written ballot on all members nominated and repeated until a majority is achieved for a nominee. If no member receives a majority of votes after _____ ballots or _____ hours, the Board member who was the President of the Board during the immediately preceding term shall continue as President. In the event that the previous Board President is no longer a Board member, then the Vice President from the immediately preceding term shall become the President. In the event that both the prior President and Vice President are no longer members of the Board, then the longest tenured Board member shall serve as President. The vote may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.

2. The President shall assume the chair immediately upon the President's election.
3. The motions for the officer elections should read: Move that _____ be elected as _____ (name of office) to serve a term of one year, or until the person's successor is elected and qualified.

- B. The order of business for meeting should be as follows:

1. Call to Order and Roll Call
2. Oath of office for most recently elected
3. Elections
 - a. President

- b. Vice President
 - c. Treasurer
 - d. Secretary
4. Approval of committees, positions, and designations
 - a. Consider, discuss and take action to elect Secretary to the BOE
 - b. Consider, discuss and take action to select Legal counsel
 - c. Consider, discuss and take action to elect Committees as determined by the BOE
 - d. Consider, discuss and take action to select Depository bank(s)
 - e. Consider, discuss and take action to select District newspaper(s) of record
 5. Approval of current Board policies and regulations
 6. Designate date for the annual review of BOE policies
 7. Dissemination to each Board member of conflict of interest statutes
 8. Adjournment

Date of Adoption: [Insert Date]

RESOLUTION

RESOLVED, that the official depository of school funds for this School District is hereby designated to be _____, and that the designation of any other institution as the depository of school funds is hereby withdrawn.

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, and member _____ seconded the same. After discussion and roll call vote, the following members voted in favor of passage and adoption of the above Resolution: _____

_____.
The following members voted against the same: _____

_____.
The following members were absent or not voting: _____

_____.
The above Resolution, having been consented to and approved by ~~more than~~ a majority of the members of the School Board of this School District, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this ____ day of _____, 20__.

[Name] Public Schools

BY: _____
President

Attest:

Secretary

Legal Reference: Neb. Rev. Stat. §§Sections 77-2350 and 77-2350.01

Date of Adoption: [Insert Date]

Internal Board Policies - Organization

Standing Committees

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

1. Negotiations Committee
2. Committee on American Civics
3. Transportation/Facilities
4. Budget Committee
5. Policy Committee

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

Legal Reference: Neb. Rev. Stat. Sec. 79-724
 Neb. Rev. Stat. Sec. 79-520

Date of Adoption: [Insert Date]

Internal Board Policies - Organization

Standing Committees

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

1. Negotiations Committee
2. Committee on American Civics
3. Transportation/Facilities
4. Budget Committee
5. Policy Committee
6. ~~Administration Review Committee~~

It shall further be the policy of [Name] Public Schools that the ~~Superintendent~~Board President shall appoint the members of the above committees.

Legal Reference: Neb. Rev. Stat. Sec. 79-724
 Neb. Rev. Stat. Sec. 79-520

Date of Adoption: [Insert Date]

Internal Board Policies

Standing Committee on Negotiations

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

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

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

Date of Adoption: [Insert Date]

Internal Board PoliciesStanding Committee on Negotiations

It shall be the policy of [Name] Public Schools that the Negotiations Committee shall consist of three members appointed by the ~~Board President~~Superintendent.

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

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

Date of Adoption: [Insert Date]

New ConstructionFacilities - Purpose

The Friend Public Schools Board of Education intends to provide proper school facilities. Decisions regarding such facilities will be guided by the following principles:

1. Facilities will be constructed to a systematic multi-year plan developed to support the district's educational programs.
2. Facilities will be designed to satisfy instructional goals.
3. Facilities will be constructed for long-term occupancy and low maintenance costs.
4. Facilities will be designed with community use in mind.
5. Facilities will be designed in accordance with contemporary engineering technology and architectural practice.

Date of Adoption: May 14, 2007
Board Reviewed December 2011

TABLE OF CONTENTS

	Policy No.
FACILITIES -	
1. Purpose.....	7000
2. Planning	7010
3. Guidelines for Building New Schools or Remodeling Existing Schools	7020
4. Remodeling	7021
5. Selection of Architect/Engineer	7030
6. Financing of Construction - Building Fund	7040
7. Bids and Contracts	7050
8. Awarding Contracts	7051
9. Change Orders	7052

New Construction

Facilities - Planning

The purpose of planning is to make the best possible provisions for the educational program. Decisions regarding planning and specifics for any individual building plan will start with program considerations and be adjusted as educational programs change.

Date of Adoption: May 14, 2007
Board Reviewed March 2018

New ConstructionFacilities - Guidelines for Building New Schools

Education specifications including program and space requirements for new school are to be developed by the administration, which may seek input of Board members, teachers, patrons and others as appropriate. In the event the project exceeds \$80,000, the plans, specifications and estimate is to be prepared by, and the construction observed by, an architect, professional engineer, or a person under the direct supervision of an architect or engineer. Upon completion, the specifications and schematic building plans shall be presented to the Board of Education for approval.

Generally, the content of a set of educational specifications would include but not be limited to the following items:

- a. A statement of the educational philosophy as it pertains to the specific construction project.
- b. Community and Friend Public School District characteristics:
 - 1) What is the plan or organization and expected enrollment of the school?
 - 2) What is the construction plan for this facility?
 - 3) What special services are to be provided?
 - 4) What special provisions are needed for community use?
 - 5) What qualities are important to the functional layout of the structure?

Legal Reference: Neb. Rev. Stat. § 81-3445

Date of Adoption: May 14, 2007
Board Reviewed March 2018

New ConstructionFacilities - Remodeling

A plan for future building modifications shall be maintained and continuously updated for inclusion in planning for construction. These planning elements shall be followed:

1. Superintendent shall submit requests for building modifications by March 1 of each year.
2. Superintendent requests for building modifications shall be considered in terms of priorities.
3. Safety and health of students and staff will be considered when remodeling is undertaken.
4. Priorities have been established by the Board of Education when considering remodeling project needs. The priorities include but are not limited to the following, which are set forth in no particular order:
 - a. Correction of safety and health deficiencies
 - b. Housing of students
 - c. Projects must meet program requirements, including outdoor space
 - d. Projects needed to maintain the integrity of current Friend Public Schools' buildings
 - e. Repair/renovation of ancillary facilities
 - f. Parking
 - g. Security

Major remodeling may follow the same procedure as new construction but there are also alternate provisions for that work which can be done without architectural services.

Date of Adoption: May 14, 2007
Board Reviewed March 2018

New Construction

Facilities - Selection of Architect/Engineer

Architects and/or Engineers will be selected based on the recommendations of the Superintendent. The selection will be approved by the Board of Education.

Legal Reference: 81-3445

Date of Adoption: May 14, 2007
Board Reviewed March 2018

New Construction

Facilities - Financing of Construction - Building Fund

The Friend Public Schools Board of Education is authorized under state statutes to establish a special building fund for the purpose of acquiring sites for school buildings or purchasing existing buildings for use as school buildings and the erection, alteration, equipping and furnishing of school buildings and additions to school buildings.

Proceeds from the sale of real property will be placed in the building fund.

Interest accumulation from the current building fund balance shall remain in the fund.

Legal Reference: §79-10, 120

Date of Adoption: May 14, 2007

Board Reviewed March 2018

New Construction

Facilities - Bids and Contracts

All contracts for work related to building construction, remodeling or repair or site improvement in excess of \$100,000, or such sum as adjusted pursuant to §73-106, will be bid in accordance with state statutes. All other contracts will be handled under current district policies and regulations.

Legal Reference: Neb. Rev. Stat. §§ 73-101 to 73-106

Date of Adoption: 08-10-2015

New Construction

Facilities - Awarding Contracts

The Superintendent shall make final recommendations to the Board of Education concerning awarding of contracts. The Board of Education will take final action on the awarding of contracts.

Date of Adoption: May 14, 2007

Board Reviewed March 2018

New ConstructionFacilities - Change Orders

1. Change order requests will be initiated by the architect/owner prior to the implementation of the change contemplated.
2. Change order requests will be reviewed by the Superintendent and facilities committee, and be subject to approval by the Superintendent and facilities committee.
3. When approved, copies of change orders will be distributed to the Superintendent, the facilities committee, the contractor, and the architect.
4. All change orders will be reported as part of the Routine Business Agenda -- Progress Report on Construction Projects.

Date of Adoption: May 14, 2007

Board Reviewed March 2018

InstructionParental/Community Involvement in Schools

Saline County School District #68, Friend Public Schools, after having conducted a public hearing concerning parental involvement and participation in the school district herewith declares that it shall be the policy of the District to provide access to parents to all textbooks, tests, curriculum materials, and any other instructional materials used by the school.

It shall further be the policy of the District in the event any parent has a complaint or objection to any such materials to make such provision for personal conferences with the parent and appropriate school personnel to discuss such concerns as the superintendent or his/her designee may deem appropriate. The superintendent or his/her designee shall cause to be prepared a complaint form which may be used by a parent to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent.

It shall further be the policy of the District to upon reasonable advance request by a parent to attend and monitor courses, assemblies, counseling sessions, and other instructional activities, to permit such parent to be in attendance at such activities unless such attendance would substantially interfere with a legitimate school interest.

It shall further be the policy of the district to encourage communications from the parents concerning when a parent believes it to be appropriate for his/her student to be excused from testing, classroom instruction, and other school experiences that the parent may find objectionable. The superintendent or his/her designee shall make a provision on the complaint form hereinabove referred to for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent.

It shall further be the policy of the District to provide full access to the records of the students to a parent or guardian all as set forth in Section 79-2,104, the Federal Education Right To Privacy Act, and other applicable law during regular business hours of the school at the school headquarters or wherever the student's records may regularly be maintained by the District.

It is the further policy of the District to notify a parent or parents of any student who may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the Iowa Test of Basic Skills or the California Achievement Test, to notify the parent when reasonable to do so, where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent or guardian of such student shall be prohibited unless a parent requests in writing that such tests be administered to his/her resident student.

Prior to any school sponsored survey being administered to the students of the District, it shall be the duty of the superintendent or his/her designee to notify the parent or parents to each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.

It shall be the policy of the District as a general matter to leave substantive decision making processes to the professional staff, administration and Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in all activities of the school as it relates to the student of the District.

Date of Adoption: July 11, 2007
Board Reviewed December 2011
Board Reaffirmed July 2018

StudentsStudent Fees Policy

The Board of Education of Friend Public Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "I," which provides further specifics of student fees and materials required of students for the 2018-19 school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

(1) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear nonspecialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear nonspecialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the

usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

(2) Personal or consumable items & miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

(b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

(ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

(iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

(v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(3) Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining

any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extra curricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities for the 2018-19 school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.

(6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

(7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(8) Participation in before-and-after-school or prekindergarten services. Students are responsible for fees required for participation in before-and-after-school or prekindergarten services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1)

participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

CERTIFICATION

On the ___ day of _____, 20___, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings in compliance with the public meetings laws.

Superintendent or Other Authorized School Official

Legal References:

- Neb. Rev. Stat. §§79-2,125 to 79-2,135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)
- Neb. Constitution, Article VII, section 1.
- Neb. Rev. Stat. §§79-241, 79-605, and 79-611(transportation)
- Neb. Rev. Stat. §79-2,104 (student files or records)
- Neb. Rev. Stat. §79-715 (eye-protective devices)
- Neb. Rev. Stat. §79-737 (liability of students for damages to school books)
- Neb. Rev. Stat. §79-1104 (before-and-after-school or prekindergarten services)
- Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

Date of Adoption: November 12, 2007

Board Reviewed December 2011

Board Reaffirmed July 2019

Friend Public School

“Return to School” Plan



The purpose of this blueprint is to provide a framework for how Friend Public School will respond to the COVID-19 pandemic and its impact on the educational program at Friend Public School during the 2021-2022 school year. The framework is structured using tenets and tiers in order to allow the district to be responsive to changing public health situations.

Essential Planning Questions:

- How can we effectively serve our students educationally regardless of the circumstances in which we are asked to serve them?
- Do school calendars, start times, or days of operation need to change in order to serve students within the guidelines to operate our schools safely if we have a COVID outbreak in our local area?
- What school operations do we need to be prepared to alter on short notice if health mandates change on whether students and staff are physically on campus?
- If we have an outbreak in our local area, when do we require masks? Do we ever reach a point where we require masks without a public health directive to do so?
- What guidelines will we use when transporting students?
- How can we meet social distancing recommendations from the Health Dept. and still operate with some or all students?
- How do we accommodate students in high risk categories when school is in session and still deliver high quality instruction to them?
- How do we accommodate staff in high risk categories when school is in session on campus and still operate a school effectively?
- How do we safely deliver an extracurricular program for sports, fine arts, and other co-curricular experiences?
- What safety measures need to be in place to resume in-person instruction in the fall (e.g., screening)?
- How do we improve the quality of the remote learning experience for students and staff should an extended school closure be needed again in the 20-21 school year?

- What professional development, support, or planning opportunities do we need to provide to staff this summer and during the school year in order to prepare them for the 2020-2021 school year?
- What supplies and other resources do we need to acquire proactively in order to ensure we can carry out any on campus plans next school year?
- What steps can we take to promote best practices for personal hygiene for students, staff, and families?
- How can we meet the communication needs of stakeholders (families, students & staff) in a systematic way so that our efforts are not overwhelming and yet sufficient to explain the “what,” “why,” and “how”, of plans that are updated and/or implemented throughout the school year?
- How will we respond if a student or staff member tests positive for COVID-19?
- How will we respond if a family member or member of a household of a student or staff member tests positive for COVID-19?
- How will we respond if students and/or staff members travel to an impacted area or travel to an area that has students or staff members testing positive for COVID-19?
- How will we respond if someone that has been on school grounds and has interacted with students and staff tests positive for COVID-19?
- How do we handle students that are unable to report to school because they have been recommended for self-quarantine and they are choosing to follow the health departments recommendation?
- How do we handle students that are not attending school because the parents are choosing to keep their child(ren) home during the pandemic?
- Do we allow students or staff who have been recommended for self-quarantine, to come to school if they are symptom free?

Return to School Parent Input Committee:

Megan Weber
 Vanessa Sladek
 Kelly Rabenhorst
 Jennifer Stutzman
 Adam Gordon
 Nancy Vossler

Return to School Staff Input Committee:

Derek Anderson
 Liz Stutzman
 Lori Vyhnalek
 Jennifer Buol
 Jon Schluter
 Lori Klooz
 Linda Hennessey
 Allison Meints
 Alex Clouse
 Abby Brandt

Supplementary Sources Utilized: NRCSA: Consideration for Reopening Plans, NSAA Return to Activities, NDE: Planning A Safe Return for Nebraska Schools, Four Corners and Public Health Solutions Risk Dial.

Calendar/Scheduling Scenarios:

Friend Public School is planning on Schedule A. Schedule B-E are possible plans only if mandated by the Governor or Commissioner of Education.

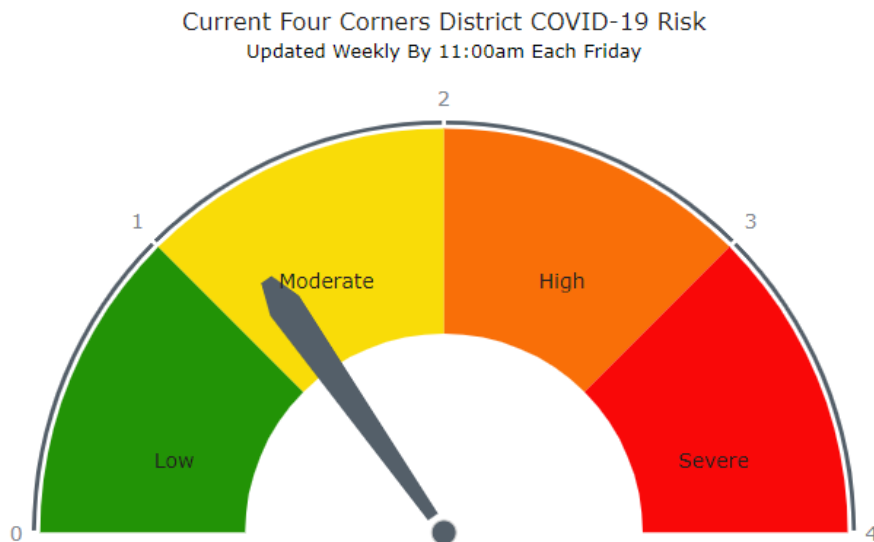
Scenario	Description	Rationale
A	School is in session for all (100%) students and staff on campus in August.	<ul style="list-style-type: none"> • This is the plan for reopening Friend Public School. We will encourage social distancing and also encourage wearing masks. We will also implement safety precautions that are reasonable. School may need to close temporarily for cleaning.
B	Delayed start of school.	<ul style="list-style-type: none"> • This calendar option would only be used if the commissioner or governor indicated that an on-time August start with students in person on campus was not possible until a later time and mandated that Friend Public School start later.
C	Early start of school and extended holiday break from Thanksgiving through the new year.	<ul style="list-style-type: none"> • This calendar option would only be used if the commissioner or governor indicated that it was necessary and appropriate to end on campus instruction during the first semester (Thanksgiving) and would mandate Friend School to close early.
D	Social Distancing Scenario - 50% Capacity. Hybrid of on campus (in-person) and virtual (remote learning) instruction. Examples: <ul style="list-style-type: none"> • AM/PM Cohort • Alternating A/B Days • M/T & T/F with Wednesday online planning/delivery. • K-8 spread out throughout facility & 9-12 remote. 	<ul style="list-style-type: none"> • The following scheduling options would only be used if the commissioner or governor indicated that alternative schedules were necessary and appropriate to continue in-school learning and would mandate Friend Public School to do so.
E	Remote Learning	<ul style="list-style-type: none"> • Necessary in the event of a mandated school closure or district level decision to close for more than 2+ weeks.

Tiered Model Health Risk Assessment Dial:

Tiered Model: Many of the elements in the plan below have tiered levels of response from the school district. The intended definition of each tier has been provided below; however, the application may vary depending upon guidance from local public health officials or the governor (issued directed health measures). The tiers below correspond with the Four Corners and Public Health Solutions Department Risk Assessment Dial that is updated on a weekly basis. Depending upon public health guidance and other local context, the application of the tiers may be applied more rigorously than the degree of spread indicated in the chart. For example, public health recommendations may compel the use of tier II or III strategies even when no area spread exists. Likewise, the school district may choose to apply tier II actions in one tenet area when the conditions and public health recommendations will only result in the use of tier I practices. In this way, the real intent behind the tiered model below is to proactively outline the progressively rigorous actions the district may take as circumstances change throughout the pandemic.

Tier I	No to Low Risk/Spread – School in session.
Tier II	Moderate Risk/Spread – School in session.
Tier III	High Risk/Spread – School in session, possibly modified.
Tier IV	Severe Risk/Spread – School remains open. Modifications may be necessary.

Health Risk Assessment Dial



Public Health Solutions Web Page Link: <http://phsneb.org/>

Four Corners Health Department Web Page Link: <https://fourcorners.ne.gov/programs-services-2/coronavirus-covid-19-information/covid-19-risk-gauge/>

Tenet: Screening

	District Level Screening Practices
Friend School District Standard Screening Practices	<ul style="list-style-type: none"> ● Staff self-screen at home. Parents self-screen children at home. A checklist will be mailed home and given to staff and parents which includes the following common symptoms of COVID-19: fever of 100.4 Fahrenheit or greater; cough; shortness of breath or difficulty breathing; chills (or repeated shaking with chills); unusual muscle pain; headache; sore throat; loss of taste or smell. ● Signage will be at school entrances which includes the common symptoms of COVID-19 and appropriate steps to take when these symptoms are present. ● Any student who reports to staff or would be exhibiting any of the following symptoms will be referred to the designated safe room and they will have their temperature taken and be further assessed as deemed appropriate by the school nurse or trained staff. ● Professional development will be provided to all staff regarding the recognition of COVID-19 symptoms.

School Exclusion:

Students and employees will be excluded from school if they test positive for COVID-19 or are currently exhibiting symptoms and are waiting for COVID-19 test results.

Testing Positive-Symptomatic:

Persons who experience symptoms and have been tested for COVID-19 may return to school if the following conditions are met:

- The individual no longer has a fever (without the use of medicine that reduces fevers) for 24 hours; and
- Other symptoms have improved (for example, when your cough or shortness of breath have improved); and
- At least 10 calendar days have passed since symptoms first appeared.
- Written release by their health care provider.

Tested Positive-Asymptomatic:

Persons who have not had symptoms but tested positive for COVID-19 may return when they are approved to do so in writing by their health care provider.

Tested Negative - COVID-19:

Persons who have been excluded due to COVID-19 symptoms and have tested negative may return to school if the following conditions are met:

- The individual no longer has a fever (without the use of medicine that reduces fevers) for 24 hours; and
- Other symptoms have improved (for example, when your cough or shortness of breath have improved).

Medical Inquiries:

- If a parent tells the district/school that a student is ill, the district/school will ask the parent whether the student is exhibiting any symptoms of COVID-19.
- If an employee calls in sick or appears ill, the district/school can inquire as to whether the employee is experiencing any COVID-19 symptoms.

- School District will ask parents to inform school in writing from their health care provider on any COVID-19 testing with children that attend Friend Public School.

Note: Even without symptoms, if a student or employee has recently had contact with a person with a suspected or confirmed case of COVID-19, has someone in their home being tested for COVID-19, or has recently traveled from somewhere considered to be a “hot spot” by the CDC, the district/school may exclude the student or employee from the school building and recommend that they self-quarantine for 14 calendar days. Decisions in these circumstances will be made in collaboration with public health officials and will vary based upon the specific circumstances.

Screening	Tier 1	Tier 2	Tier 3	Tier 4
Screening Questions	Students, Staff, and Visitors will not be asked screening questions as they enter facility.	Students, Staff, and Visitors may be asked screening questions as they enter facility.	Students, Staff, and Visitors may be asked screening questions as they enter facility. .	School remains open. Modifications may be necessary.
Taking Temps.	Students and Staff will not have temperatures taken upon entering facility. Visitors will have their temperatures taken as they enter east entry door during regular school hours.	Students and Staff may have their temperature taken upon entering facility. Visitors will have their temperatures taken as they enter east entry door during regular school hours.	Students and Staff may have temperatures taken upon entering facility and buses.	School remains open. Modifications may be necessary.

Tenet: General School Operations/Entering School Facility

	District Level School Operations/Entering School Facility
Friend School District School Operations & Entering School Facility	<ul style="list-style-type: none"> ● Crisis Team will be activated and will have meetings scheduled as needed throughout school year. Friend's Crisis Team will be identified as the district's pandemic committee. ● Blackboard Connect will be utilized to allow specific communication to families. ● Staff and Students will enter facility as normal unless we are in a heightened risk with COVID19. School District may ask all Staff and Students to enter designated entry ways. ● All visitors will be asked to enter the facility through the east main entrance so district can administer screening procedures during regular school hours. ● If Friend Public School is in a heightened alert with COVID and is still in session, visitors may not be allowed into facility. ● Hand sanitizer for Staff, Students and Visitors will be provided at entry ways, hallways and bathrooms. ● Anyone experiencing any symptoms will be taken to designated safe room. ● Passing periods will be normal during Tier 1 and Tier 2. Passing periods may be staggered if school district is in Tier 3. ● Reduce outside traffic, eliminate non-essential visits or assemblies if in a heightened risk. ● Reduce large meetings if possible if in a heightened risk. ● Shared water fountains will not be available. Students can use the water dispenser option to fill their own water bottle/container. ● Elementary students will go to recess during Tier 1 and Tier 2. District will determine if recess is allowed or eliminated in Tier 3. ● Parents picking up students will be encouraged to remain in vehicles to reduce exposure risks if in a heightened risk. ● Minimize use of shared equipment if at all possible. ● Masks will not be required, but encouraged. If local area becomes high risk and we want to remain in operation, we may require masks in buses and in school. Parents have option to opt-out in writing. ● 6-12 students will gather in the cafeteria during Tier 1 and Tier 2. 6-12 students may gather in the new gym once school district is in Tier 3. Social Distancing will be encouraged. ● District Newsletter will have a dedicated COVID page each month.

General Operations & Entering School Facility	Tier 1	Tier 2	Tier 3	Tier 4
Entering Facility	Students and Staff will enter facility as normal. Visitors will be asked to enter facility through east office entry during regular school day.	Students and Staff will enter facility as normal. Visitors will be asked to enter facility through east office entry during regular school day.	Students and Staff may enter facility in 3 designated areas (north, west bus door and east entry elementary door). Visitors may not be allowed to enter facility.	School remains open. Modifications may be necessary.
Passing Periods	Passing Periods normal.	Passing periods normal.	Passing periods may be altered. Masks possibility required.	School remains open. Modifications may be necessary.
Rest Rooms	As normal	As normal.	During passing times, restrooms discouraged or may not be allowed.	School remains open. Modifications may be necessary.
Water Fountains & Personal Water Bottles	Shared water fountains will not be available. Students and Staff are allowed to use water dispensers to fill personal water bottle.	Shared water fountains will not be available. Students and Staff are allowed to use water dispensers to fill personal water bottle.	Shared water fountains will not be available. Students and Staff are allowed to use water dispensers to fill personal water bottle.	School remains open. Modifications may be necessary.
Elementary Recess	Elementary recess will occur as normal.	Elementary recess will occur as normal.	Elementary students may or may not go to recess.	School remains open. Modifications may be necessary.
PPE	Masks not required but encouraged.	Masks not required but encouraged.	Masks may be required during	School remains open.

		Masks may be required in buses. If required, Opt-out forms for parents would be available.	school and for bus routes. Opt-out forms for parents would be available.	Modifications may be necessary..
Social Distancing	Students and Staff encouraged to practice social distancing when possible.	Students and Staff encouraged to practice social distancing when possible.	Social distancing scenarios may incorporated in school day is possible.	School remains open. Modifications may be necessary.
Elementary Entry	Students may eat breakfast or walk around catwalk.	Students may eat breakfast or walk around catwalk.	Elementary students may go straight to class.	School remains open. Modifications may be necessary.
7-12 Students morning gathering	7-12 Students will gather in cafeteria.	7-12 Students will gather in cafeteria. Social distancing will be encouraged.	7-12 Students may not gather in the cafeteria. Students may go directly to classrooms.	School remains open. Modifications may be necessary.
7-12 Seating Arrangements	7-12 Students seated in classrooms as much as possible by grade level. Students arranged in classrooms as far apart as possible.	7-12 Students seated in classrooms as much as possible by grade level. Students arranged in classrooms as far apart as possible.	7-12 Students seated in classrooms as much as possible by grade level. Students arranged in classrooms as far apart as possible. Classroom arrangements and numbers may be changed to reduce numbers.	School remains open. Modifications may be necessary.
Attendance	PK-12 Attendance as normal.	PK-12 Attendance as normal.	PK-6 Attendance as normal. Considerations for remote learning for 9-12 grades if heightened risk is in immediate area.	School remains open. Modifications may be necessary.

After School Programs	Programs as normal. Handwashing upon arrival.	Programs as normal. Social distancing will be implemented as much as possible. Handwashing upon arrival.	Programs may be closed. Social distancing will be required and mask may be required. Handwashing upon arrival.	School remains open. Modifications may be necessary.
End of School Day	Students dismissed as normal. PK-6 students staggered by grades and released to buses as normal.	School dismissed as normal or school may stagger dismissals for age-group of students.	School dismissed as normal or school may stagger dismissals for age-group students.	School remains open. Modifications may be necessary.
Outside Use of Facilities by Patrons	Facility may be used by outside groups or patrons as normal.	Facility may be used by outside groups or patrons as normal.	Facility may be closed to outside groups or patrons.	School remains open. Modifications may be necessary.

Tenet: Food Service

District Level Food Service	
Friend Public School Food Service	<ul style="list-style-type: none"> • Staff and Students will be able to eat breakfast and lunch as normal during low risk determinations. • Standard operating procedures with social distancing encouraged in low risk determinations. Salad Bar may be removed. • If school district is put into a heightened risk, school lunch and breakfast may go to a “grab and go” format and students and staff may be asked to return to classrooms to eat food. • Sanitizer will be provided for all participants by lunch serving areas. • Cleaning of high-touch areas (lunch tables, etc.) will happen between lunch periods. • If school district is put into a heightened risk, marked spaced lines could be put in to the extent practical and classes may be staggered coming to the lunch area to eliminate large gatherings. • Longer meal periods may be implemented during heightened risk times to lower numbers and extend spacing between students, staff, tables, etc. • Disposable plates, utensils, etc. may be used. • If school is closed and school district is serving meals to families, consider delivering of food to reduce contact. • Staff will continue to take down student and staff lunch IDs. Staff involved with this will be encouraged to wear masks. If school district in Tier 3, Staff involved with lunch may be required to wear masks.

Food Service	Tier 1	Tier 2	Tier 3	Tier 4
Breakfast	All students will eat breakfast in cafeteria.	All students will eat breakfast in cafeteria. Social distancing will be utilized.	students may utilize a “grab and go” breakfast and go to 1 st period classroom. Both elementary and 6-12 breakfast times may be staggered to decrease numbers in lines.	School remains open. Modifications may be necessary.
Lunch	Elementary students will eat lunch in their normal lunch periods Elementary students will have assigned seating by grade level. 7-12 students and staff will eat lunch in the normal lunch periods. Salad Bar may not be open for student or staff use.	Elementary students will eat lunch in their normal lunch periods with social distancing encouraged. Elementary students will have assigned seating by grade level. 7-12 students will eat lunch with social distancing encouraged. Salad Bar may not be open for student or staff use.	Elementary students will eat lunch in their normal lunch periods with social distancing required. Elementary students will have assigned seating by grade level. 7-12 students will eat lunch with social distancing required. If heightened risk is in immediate area, all PK-12 lunches will likely be a “grab and go” and all students will return to a designated classroom. Salad Bar may not be open for student or staff use.	School remains open. Modifications may be necessary.

Tenet: Cleaning/Facility Modifications

	District Level School Cleaning/Facility Modifications
Friend Public School Cleaning Facility Modifications	<ul style="list-style-type: none"> ● Friend Public School will follow as best as we can, the basic pandemic cleaning plan. ● Proactive cleaning in high-touch areas. ● Tables in commons will be spread apart as much as possible. ● Classroom tables will be spread out as much as possible. ● Teachers will be equipped with cleaning supplies to clean rooms as much as possible. ● Increase inventory of HVAC filters and monitor whether we change out more frequently. ● Increase inventory of cleaning supplies in case cleaning needs to be increased dramatically. ● Shut off shared water fountains. ● Deep cleaning protocol in room or part of facility where person came in contact who is positive COVID19.

Cleaning/Facility Modifications	Tier 1	Tier 2	Tier 3	Tier 4
Cleaning	<p>Base Pandemic Cleaning Plan. Classrooms cleaned daily. Lunch tables and high-touch areas cleaned between each lunch. Weight Room equipment cleaned daily.</p>	<p>Base Pandemic Cleaning Plan. Classrooms cleaned daily. Lunch tables and high-touch areas cleaned between each lunch. Weight Room equipment cleaned daily.</p>	<p>Increased cleaning in all areas. Classrooms will be cleaned between each class period by students and teacher. Lunch tables and high-touch areas cleaned between each lunch. Determine if HVAC filters need to be changed out more frequently. Weight Room equipment cleaned daily.</p>	<p>School remains open. Modifications may be necessary.</p>
Facility Modifications	<p>Classroom tables and commons tables spread apart as best as possible.</p>	<p>Classroom tables and commons tables spread apart as best as possible.</p>	<p>Classrooms and all areas may be modified to eliminate any</p>	<p>School remains open. Modifications</p>

	Shared water fountains shut off. Portable Hand Sanitizer Stands strategically placed in school.	Shared water fountains shut off. Portable Hand Sanitizer Stands strategically placed in school.	larger gatherings. Shared water fountains shut off. Portable Hand Sanitizer Stands strategically placed in school.	s may be necessary.
Staff	All teachers and classified staff involved in cleaning facility.	All teachers and classified staff involved in cleaning facility.	All teachers and classified staff involved in cleaning facility.	School remains open. Modifications may be necessary.

Tenet: Transportation

	District Level School Transportation
Friend Public School Transportation	<ul style="list-style-type: none"> • Friend Public School asking all parents to screen their child(ren) for any symptoms prior to loading the bus on morning routes. • Maintain open windows to promote airflow on the bus when feasible. • Students and bus driver will be encouraged to wear masks regardless of current COVID situation in district. If district is elevated into a higher risk with COVID, masks may be required. • Buses will be sanitized at least once/week. If local area becomes a higher risk area, buses will be sanitized more frequently. • Hand sanitizer will be available on buses. Students are asked to use sanitizer as they board a bus and also when they exit a bus. • Seat directly behind driver will always remain empty to create social distancing. • Seating charts will be created and siblings will be seated together. • Weekly/daily reminders and information will be shared with riders on keeping hands to themselves, coughing into a sleeve, social distancing as best as possible, etc. • Field Trips, activity events may be canceled if school district is elevated into a higher risk with COVID19.

Transportation	Tier 1	Tier 2	Tier 3	Tier 4
Cleaning	Buses will be cleaned at least once/week	Buses will be cleaned at least once/week	Buses may be cleaned daily.	School remains open. Modifications may be necessary.

PPE	Students and Bus Driver are encouraged to wear masks.	Students and Bus Driver are encouraged to wear masks.	Students and Bus Driver may be required to wear masks. Opt-out forms for parents would be distributed if school mandates masks.	School Likely Closed. School remains open. Modifications may be necessary.
Screening	Parents will be asked to screen their child(ren) before loading morning bus route.	Parents will be asked to screen their child(ren) before loading morning bus route.	Parents will be asked to screen their child(ren) before loading morning bus route. Students may be screened by school officials before loading bus.	School remains open. Modifications may be necessary.
Social Distancing	Practice Social Distancing when you can. Students will be removed from bus if they don't adhere to social distancing rules such as keeping hands to yourself, hugging, etc.	Practice Social Distancing when you can. Students will be removed from bus if they don't adhere to social distancing rules such as keeping hands to yourself, hugging, etc.	Bus routes may be altered to implement social distancing.	School remains open. Modifications may be necessary.
Field Trips	Field Trips will occur as normal.	Field Trips, etc. will occur as normal.	Field Trips may be eliminated or canceled.	School remains open. Modifications may be necessary.
Activities/Sporting Events	Participate as normal.	Participate as normal, but evaluate district risk dial and risk dial of where team or group is heading.	Determine if group, activity, or sport team travels or hosts an event based on risk dials at both Friend	School remains open. Modifications may be necessary.

			Public School and other school(s).	
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Tenet: Extracurricular Activities

	District Level Extracurricular Activities
Friend Public School Extracurricular Activities	<ul style="list-style-type: none"> • Friend Public School will follow NSAA “Return to Activities” document. • Maintain open windows to promote airflow on the bus when feasible. • Students and bus driver will be encouraged to wear masks regardless of current COVID situation in district. If district is elevated into a higher risk with COVID, masks may be required. • Hand sanitizer will be available on buses. Students are asked to use sanitizer as they board a bus and also when they exit a bus when going to any activity. • Seat directly behind driver will always remain empty to create social distancing. • Field Trips, activity trips may be canceled if school district is elevated into a higher risk with COVID19. • Every event, whether the school has a group traveling or the school is hosting, the current risk factor will be evaluated to determine if students and sponsor will either attend or the school will host the event. • Locker room use will be evaluated weekly on whether students will be able to use locker room or if they can, we stagger usage.

Extracurricular Activities	Tier 1	Tier 2	Tier 3	Tier 4
Practicing and Participating in sporting events.	Friend Public School will follow NSAA “Return to Activities” Plan.	Friend Public School will follow NSAA “Return to Activities” Plan.	Friend Public School will follow NSAA “Return to Activities” Plan.	School remains open. Modifications may be necessary.
Locker Rooms	Students will use locker rooms as normal.	Students will use locker room as normal.	Locker Rooms may not be available for student use.	School remains open. Modifications may be necessary.
Traveling to other schools or areas to compete and hosting events.	District Administration will evaluate daily if groups will be sent to another school or if the school will host an event based	District Administration will evaluate daily if groups will be sent to another school or if the school will host an event based	District Administration will evaluate daily if groups will be sent to another school or if the school will host an event based on	School remains open. Modifications may be necessary.

	on current risk factors.	on current risk factors.	current risk factors.	
Screening and Temperatures	All participating students as well as sponsors will be screened and have temperatures taken before loading vehicles or buses to attend away activity.	All participating students as well as sponsors will be screened and have temperatures taken before loading vehicles or buses to attend away activity.	All participating students as well as sponsors will be screened and have temperatures taken before loading vehicles or buses to attend away activity. Friend Public School may screen and take temperatures of students and sponsors of visiting school before entering our facility.	School remains open. Modifications may be necessary.
Social Distancing at Events	No masks required at events.	Masks and social distancing are encouraged.	Masks may be required to attend events and social distancing may be required.	School remains open. Modifications may be necessary.
Spectators Attending Events	School will follow DHM guidelines for occupancy.	School will follow DHM guidelines for occupancy. Additional restrictions on spectator attendance may be determined by school districts involved or by a DHM.	School will follow DHM guidelines for occupancy. Additional restrictions on spectator attendance may be determined by school districts involved or by a DHM.	School remains open. Modifications may be necessary.

Tenet: Academics

	District Level Academics
Friend Public School Academics	<ul style="list-style-type: none"> Administration and staff will discuss strategies for unfinished learning from spring of 2020. Specials classes with elementary students may be reduced or eliminated if district attempts to implement more social distancing/isolation with elementary students in a heightened risk scenario. Staff development focus will be on enhancing instruction with remote learning. If school is open, education will take place “in person”. A hybrid system is not being implemented where in person instruction will occur along with remote learning instruction while school is open.

Academics	Tier 1	Tier 2	Tier 3	Tier 4
Classroom Instruction	Teachers and Students will have in-class instruction as normal.	Teachers and Students will have in-class instruction as normal.	Teachers and Students may have modified in-class instruction.	School remains open. Modifications may be necessary.
Remote Learning Plan	Remote Learning Plan may be needed if we have students or staff in quarantine due to being COVID positive.	Remote Learning Plan may be needed if we have students or staff in quarantine due to being COVID positive.	Remote Learning Plan may be needed if we have students or staff in quarantine due to being COVID positive.	School remains open. Modifications may be necessary.
Specials	Students participate in specials as normal.	Students participate in specials as normal	Students may not participate in specials to decrease larger student gatherings and/or intermixing.	School remains open. Modifications may be necessary.

Tenet: Wellness (Social and Emotional Supports)

	District Level Wellness
Friend Public School Wellness	<ul style="list-style-type: none"> • Crisis Team will meet at least once/month to discuss wellness and social/emotional needs. • Staff survey to determine what support systems are needed for staff. • Student survey to determine what support systems are needed for students. • At least weekly instruction on hygiene, washing hands, etc. to promote being healthy. • Stress and Anxiety screener ready and available to use if needed. • Bring in materials/curriculum for staff and students to lessen anxiety. • Providing materials for those who are in crisis due to COVID-19. • Bring in materials to support staff on how to talk to students about the pandemic. • Support system/training for substitute teachers.

Wellness (Social and Emotional Supports)	Tier 1	Tier 2	Tier 3	Tier 4
Crisis Team	Crisis Team will meet at least once/month.	Crisis Team will meet at least once/month.	Crisis Team likely meeting multiple times/month.	School remains open. Modifications may be necessary.
Monitoring	All staff monitor students and adults for anxiety, crisis, etc.	All staff monitor students and adults for anxiety, crisis, etc.	All staff monitor students and adults for anxiety, crisis, etc.	School remains open. Modifications may be necessary.

Protocol for positive test scenarios

<p>1 or more confirmed case(s) in the building of a student or staff member.</p>	<ul style="list-style-type: none"> ● Staff member(s) and/or Student(s) who have a confirmed positive test, will be excluded from school until conditions are met (See Screening Tenet). ● If staff member is a teacher and is able, teacher would be asked to teach virtually with a substitute in the classroom. ● If teacher is unable to teach, the teacher will apply for FFCRA and/or illness leave and a sub will be asked to teach the class. ● Teacher will follow remote learning plan for virtual teaching. ● If district receives the information from Public Health Department, district will communicate and share health department recommendation to self-quarantine for 14 days to all student(s) and staff member(s) who were identified by Four Corners as exposed. ● District will communicate to the student(s) and staff member(s) who were identified as exposed that they may return to school as long as they are not required by a DHM to quarantine and are not showing any symptoms of COVID19. If DHM issued in area requires exposed individuals to quarantine for 14 days, school will follow protocol. Staff and students who were identified as exposed will go through screening/temperature protocol with district each morning until released by health care provider. Staff and students who were identified as exposed will be required to wear a mask for 14 days or until released by health care provider. The release will be a written notice. ● District will communicate the situation with all building stakeholders as permitted by confidentiality laws. ● Sanitization plan will be executed by the district. School facility, or classroom, may be closed for a day or more depending on the severity of the cleaning. ● A more restrictive environment may be implemented depending on the severity which could include the potential closing of the facility temporarily. ● If school facility is closed temporarily, reopening communication will be provided to district stakeholders.
<p>1 confirmed case of immediate household member(s) of a staff member.</p>	<ul style="list-style-type: none"> ● School District would request household member(s) to quarantine from staff member if at all possible or as required by a DHM. ● Staff member will be closely monitored for symptoms but will be allowed to return to work. Staff member will go through screening/temperature protocol with district each morning until released by health care provider. Staff member will be required to wear a mask for 14 days or until released by health care provider. The release will be a written notice. The staff member will need to self-quarantine immediately for 14 days regardless if showing symptoms if required by a DHM. ● If a staff member shows symptoms, staff member will be excluded from school facility until conditions are met (See Screening Tenet). ● If staff member is a teacher and is able, teacher would be asked to teach virtually with a substitute in the classroom. ● If teacher is unable to teach, the teacher will apply for FFCRA and/or illness leave and a sub will be asked to teach the class. ● Teacher will follow remote learning plan for virtual teaching.
<p>1 confirmed case of immediate household member(s) of a student.</p>	<ul style="list-style-type: none"> ● School District would request household member(s) to quarantine from student if at all possible or as required by a DHM. ● Student will be closely monitored for symptoms but will be allowed to return to school. Student will go through screening/temperature protocol with district each morning until released by health care provider. Student will be required to wear a mask for 14 days or until released by health care provider. The release will be a written notice. The student will need to self-quarantine immediately for 14 days regardless if showing symptoms if required by a DHM.

	<ul style="list-style-type: none"> ● Once student shows symptoms, student will be excluded from school facility until conditions are met (See Screening Tenet). ● Student’s teachers will provide remote learning opportunities for student if student is able.
Confirmed exposure of staff or travel to an impacted area/location.	<ul style="list-style-type: none"> ● Staff member will be closely monitored for symptoms but will be allowed to return to work. Staff member will go through screening/temperature protocol with district each morning until released by health care provider. Staff member will be required to wear a mask for 14 days or until released by health care provider. The release will be a written notice. The staff member will need to self-quarantine immediately for 14 days regardless if showing symptoms if required by a DHM. ● Once staff member shows symptoms, staff member will be excluded from school facility until conditions are met (See Screening Tenet). ● If staff member is a teacher and is able, teacher would be asked to teach virtually with a substitute in the classroom. ● If teacher is unable to teach, the teacher will apply for FFCRA and/or illness leave and a sub will be asked to teach the class. ● Teacher will follow remote learning plan for virtual teaching.
Confirmed exposure of student(s) or travel to an impacted area/location.	<ul style="list-style-type: none"> ● Student will be closely monitored for symptoms but will be allowed to return to school. Student will go through screening/temperature protocol with district each morning until released by health care provider. Student will be required to wear a mask for 10 days or until released by health care provider. The release will be a written notice. The student will need to self-quarantine immediately for 10 days regardless if showing symptoms if required by a DHM. ● Once student shows symptoms, student will be excluded from school facility until conditions are met (See Screening Tenet). ● Student’s teachers will provide remote learning opportunities for student if student is able.
Potential causes of movement between Operational Risk Zones (Green, Yellow, Orange, Red)	<ul style="list-style-type: none"> ● Local decision will be made using local medical profession to move to a different zone based on local/area cases and/or student/staff cases. District will have a Risk Dial Analysis Committee created that includes local medical profession, staff, parents and administration. The Risk Dial Analysis Committee will use the Public Health Solutions and Four Corners Risk Dial as a references. The Risk Dial Analysis Committee would meet weekly if needed. District will be using recommendation of 11% of student population being confirmed COVID19 as critical stage (East Central Health Dept.) and would be a point of determining if school closed temporarily. ● Mandate through a DHM. ● Mandate or action through Governor or Commissioner of Education.
Determination of “exposure” from Health Department	<ul style="list-style-type: none"> ● Was the individual who was exposed wearing a face covering? If yes, low risk of exposure. ● Was the individual that tested positive wearing a face covering? If yes, low risk for exposure. ● Was the individual within 6 feet of the exposure for 15 minutes regardless if individual that tested positive was wearing a face covering? If no, low risk of exposure.



**IC ENERGY
SOLUTIONS**

**Custom Engineered Solution For:
Friend Public Schools GYM/CATWALK No Motion**

Date: 7.7.2021

Proposal Option: BEST (USA/10 Year Warranty) Product Only

Featured Technology:



Made in the USA

Project Data



Blended Rate: \$0.0895
 Sales Rep: Robb Lierman
 Sales Rep Phone: 402-480-7999
 Date: 7.7.2021

Friend Public Schools

Customer Address:
 Attn: Mr. David Kraus
 501 S. Main St.
 Friend, NE 68359

Project Location:

501 S. Main St.
 Friend, NE 68359

Area	Existing Qty ³	Lamp Watts	Total Fixture Wattage ¹	Annual Hours ^{1,4}	Existing Annual kWh	Custom Engineered Solution	Qty ³	System Wattage ¹	Projected Annual Hours ⁴	Projected Annual kWh	kWh Saved	kW Saved ² (Demand)	Annual Savings
1 New Gym		400	465	2,200	57,288	LED HB		150	2,200	18,480	38,808	17.64	\$3,473
2 Gym Catwalk		128	128	2,200	13,517	LED Décor Pend		40	2,200	4,224	9,293	4.22	\$832
3													
4													
5													
6													
7													
8													
9													
Add'l Areas-See Appendix						See Appendix for Additional Area Detail							
Grand Total	104				70,805		104		22,704		48,101	21.86	\$4,305

Infrastructure Improvement-Amperage Reduction

A decreased lighting load may prevent costly electrical infrastructure improvements.

System Voltage:	120
Total existing amps draw:	268
Total proposed amps draw:	86
Ampacity Gained	<u>182</u>

Proposal Notes

1. Assumptions made in this system design are based on data collected at site and/or information provided by customer representative.
2. If applicable, any space that is mechanically cooled will realize an approximate equivalent gain of 1 ton cooling capacity for every kW of lighting load displaced.
3. Fixture totals may differ due to lighting system design change.
4. Current and projected hours may vary due to controls integration.

Environmental Benefits**

Your Lighting Project will help to decrease air pollution and environmental damage by the following amounts each year:

CO2 Removed (tons).....	29.2
SO2 Removed (tons).....	0.074
NOX Removed (tons).....	0.027
Mercury Removed (lbs).....	0.001
Acres of Trees Planted.....	8.8
Gallons of Gas Saved.....	3,970.8

Project Notes

1. Fixture Features Include:
2. Designed and Manufactured in the USA
3. Full 10 Year Fixture and 1 Year Labor Warranty if Installed by ICES
4. All New Hanging Cables and Power Cords
5. Integrated Surge Suppression

Contact Information

Integrator
 IC Energy Solutions
 PO BOX 237
 Waverly, NE 68462

Sales Representative

Robb Lierman
 402-480-7999
 robb@icenergysolutions.com

**Data Assumptions: Per the EPA's eGRID database, as recognized protocol by the World Resource Institute/World Business Council for Sustainable Development (WRI/WBCSD).

Capital Investment Summary

Friend Public Schools

Friend, NE 68359

Date: 7.7.2021

Capital Investment

Investment

	Materials	Included
	Installation Labor	Excluded
	Services (See Acceptance Page)	Included
	System Investment (Plus Applicable Taxes)	\$ 35,272
Fri	Less: Projected Rebates/Incentives	\$ 4,320
	Net System Investment	<u>\$ 30,952</u>

Annual Cash Flow Benefit

Annual Energy Savings	\$ 4,305
Projected Annual Maintenance Savings ¹	\$ 1,472

Cost of Delay per Month

The cost of doing nothing per month is \$359 which is equivalent to 1% of the project cost.

Other Notes: IC Energy Solutions reserves the right to withdraw this proposal in 30 days from the date listed on this proposal.

Rebates/Incentives are estimates only for the purposes of this proposal. Actual rebate amounts received may vary and are subject to utility program rules and conditions. Final sales/use tax treatment and amounts to be determined at time of invoice according to applicable State and Local law.

¹ Maintenance savings estimated. Maintenance savings is a result of new equipment with longer life.

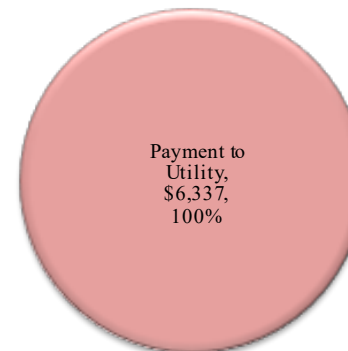
Cash Flow

Year	Cash Flow	Year	Cash Flow
Year 1	\$ (26,647)	Year 6	\$ (5,122)
Year 2	\$ (22,342)	Year 7	\$ (817)
Year 3	\$ (18,037)	Year 8	\$ 3,488
Year 4	\$ (13,732)	Year 9	\$ 7,793
Year 5	\$ (9,427)	Year 10	\$ 12,098

Utility Expense

Current Scenario

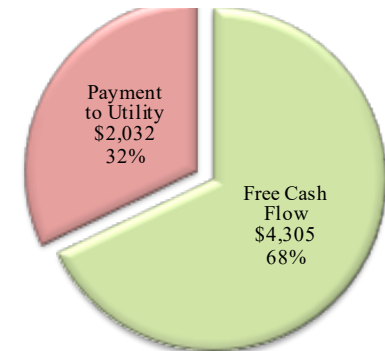
(Utility Expense for Lighting)



Your annual electric bill is a fixed expense for your lighting, regardless of fluctuations in your business operations.

Proposed Scenario

(Utility Expense for Lighting)



After your IC Energy Solutions implementation, you'll lower your annual electric bill, improve your lighting and realize FREE CASH FLOW.

Acceptance

Friend Public Schools
Friend, NE 68359
Date: 7.7.2021

Review Materials, Professional Services, and the Voltage Note

Capital Purchase (Plus Applicable Taxes):

Investment Required: \$35,272

Terms: Please See Sales Representative for Details

Remit To: IC Energy Solutions

bl

Materials: Reference attached "Project Data" page.

Professional Services: Please note, excluded services are the responsibility of the customer, if applicable.

Survey: Included
System Design: Included
Engineering: Excluded
Project Management: Included
Freight: Included

Installation Labor: Excluded
System Commissioning: Excluded
Incentive Management: Included
Lift Equipment: Included

Controls Mobilization: Excluded
Controls Auto CAD: Excluded
Recycling: Included
As-Built Documentation: Excluded

Voltage and Power Quality Note

The voltages at the facility are between 120 and 277 volts unless otherwise noted in this proposal. Proposal assumes building infrastructure complies with Article 250 National Electric Code, ANSI/IEEE C84.1 or IEC61000.

"Acceptance of Proposal"

Customer Signature:	Date:	<	Sign Here
Print Name:	Purchase Order #:	<	Complete

This proposal supersedes any prior proposal, whether written or oral. This proposal may be withdrawn if not accepted within 30 days.
Proposal Option: BEST (USA/10 Year Warranty) Product Only



**IC ENERGY
SOLUTIONS**

Custom Engineered Solution For:
Friend Public Schools GYM/CATWALK No Motion

Date: 7.7.2021

Proposal Option: BEST (USA/10 Year Warranty) Turn Key

Featured Technology:



Made in the USA

Project Data



Blended Rate: \$0.0895
 Sales Rep: Robb Lierman
 Sales Rep Phone: 402-480-7999
 Date: 7.7.2021

Friend Public Schools

Customer Address:
 Attn: Mr. David Kraus
 501 S. Main St.
 Friend, NE 68359

Project Location:

501 S. Main St.
 Friend, NE 68359

Area	Existing Qty ³	Lamp Watts	Total Fixture Wattage ¹	Annual Hours ^{1,4}	Existing Annual kWh	Custom Engineered Solution	Qty ³	System Wattage ¹	Projected Annual Hours ⁴	Projected Annual kWh	kWh Saved	kW Saved ² (Demand)	Annual Savings
1	New Gym	400	465	2,200	57,288	LED HB		150	2,200	18,480	38,808	17.64	\$3,473
2	Gym Catwalk	128	128	2,200	13,517	LED Décor Pend		40	2,200	4,224	9,293	4.22	\$832
3													
4													
5													
6													
7													
8													
9													
Add'l Areas-See Appendix						See Appendix for Additional Area Detail							
Grand Total		104			70,805		104		22,704	48,101	21.86	\$4,305	

Infrastructure Improvement-Amperage Reduction

A decreased lighting load may prevent costly electrical infrastructure improvements.

System Voltage:	120
Total existing amps draw:	268
Total proposed amps draw:	86
Ampacity Gained	<u>182</u>

Proposal Notes

1. Assumptions made in this system design are based on data collected at site and/or information provided by customer representative.
2. If applicable, any space that is mechanically cooled will realize an approximate equivalent gain of 1 ton cooling capacity for every kW of lighting load displaced.
3. Fixture totals may differ due to lighting system design change.
4. Current and projected hours may vary due to controls integration.

Environmental Benefits**

Your Lighting Project will help to decrease air pollution and environmental damage by the following amounts each year:

CO2 Removed (tons).....	29.2
SO2 Removed (tons).....	0.074
NOX Removed (tons).....	0.027
Mercury Removed (lbs).....	0.001
Acres of Trees Planted.....	8.8
Gallons of Gas Saved.....	3,970.8

Project Notes

1. Fixture Features Include:
2. Designed and Manufactured in the USA
3. Full 10 Year Fixture and 1 Year Labor Warranty if Installed by ICES
4. All New Hanging Cables and Power Cords
5. Integrated Surge Suppression

Contact Information

Integrator
 IC Energy Solutions
 PO BOX 237
 Waverly, NE 68462

Sales Representative

Robb Lierman
 402-480-7999
 robb@icenergysolutions.com

**Data Assumptions: Per the EPA's eGRID database, as recognized protocol by the World Resource Institute/World Business Council for Sustainable Development (WRI/WBCSD).

Capital Investment Summary

Friend Public Schools

Friend, NE 68359

Date: 7.7.2021

Capital Investment

Investment

Materials	Included	
Installation Labor	Included	
Services (See Acceptance Page)	Included	
System Investment (Plus Applicable Taxes)		\$ 40,072
Less: Projected Rebates/Incentives		\$ 4,320
Net System Investment		<u>\$ 35,752</u>

Annual Cash Flow Benefit

Annual Energy Savings	\$	4,305
Projected Annual Maintenance Savings ¹	\$	1,472

Cost of Delay per Month

The cost of doing nothing per month is \$359 which is equivalent to 1% of the project cost.

Other Notes: IC Energy Solutions reserves the right to withdraw this proposal in 30 days from the date listed on this proposal.

Rebates/Incentives are estimates only for the purposes of this proposal. Actual rebate amounts received may vary and are subject to utility program rules and conditions. Final sales/use tax treatment and amounts to be determined at time of invoice according to applicable State and Local law.

¹ Maintenance savings estimated. Maintenance savings is a result of new equipment with longer life.

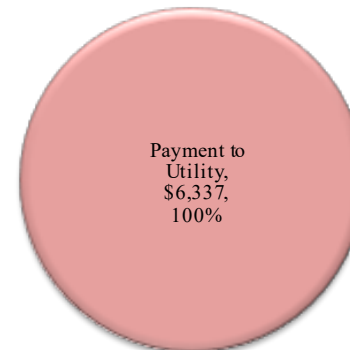
Cash Flow

Year	Cash Flow	Year	Cash Flow
Year 1	\$ (31,447)	Year 6	\$ (9,922)
Year 2	\$ (27,142)	Year 7	\$ (5,617)
Year 3	\$ (22,837)	Year 8	\$ (1,312)
Year 4	\$ (18,532)	Year 9	\$ 2,993
Year 5	\$ (14,227)	Year 10	\$ 7,298

Utility Expense

Current Scenario

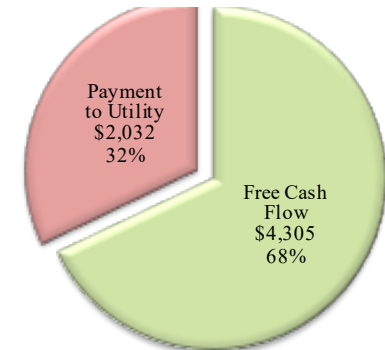
(Utility Expense for Lighting)



Your annual electric bill is a fixed expense for your lighting, regardless of fluctuations in your business operations.

Proposed Scenario

(Utility Expense for Lighting)



After your IC Energy Solutions implementation, you'll lower your annual electric bill, improve your lighting and realize FREE CASH FLOW.

Acceptance

Review Materials, Professional Services, and the Voltage Note

Capital Purchase (Plus Applicable Taxes):

Investment Required: \$40,072

Terms: Please See Sales Representative for Details

Remit To: IC Energy Solutions

bl

Materials: Reference attached "Project Data" page.

Professional Services: Please note, excluded services are the responsibility of the customer, if applicable.

Survey: Included
System Design: Included
Engineering: Excluded
Project Management: Included
Freight: Included

Installation Labor: Included
System Commissioning: Excluded
Incentive Management: Included
Lift Equipment: Included

Controls Mobilization: Excluded
Controls Auto CAD: Excluded
Recycling: Included
As-Built Documentation: Excluded

Voltage and Power Quality Note

The voltages at the facility are between 120 and 277 volts unless otherwise noted in this proposal. Proposal assumes building infrastructure complies with Article 250 National Electric Code, ANSI/IEEE C84.1 or IEC61000.

"Acceptance of Proposal"

Customer Signature:	Date:	<	Sign Here
Print Name:	Purchase Order #:	<	Complete

This proposal supersedes any prior proposal, whether written or oral. This proposal may be withdrawn if not accepted within 30 days.
Proposal Option: BEST (USA/10 Year Warranty) Turn Key