

April Regular Meeting

Monday, April 12, 2021 7:00 PM

1. Call the Meeting to Order

2. Roll Call

Attendance Taken at 6:58 PM. **Absent:** Barb Overleese, **Present:** Mike Bartels, Derek Fouts, Angie Grube, James Haussermann, Windy Ingram. Present: 5, Absent: 1.

3. Verification of Open Meetings Act Notice

4. Verification of Publication of Meeting Notice

5. Consider and Approve the Current Board Meeting Agenda

Motion to approve the current month's board meeting agenda as presented passed with a motion by Derek Fouts and a second by Angie Grube.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

6. The Flyer Way

7. Visitor Comments

8. Action Items

8.1. Consent Agenda

Motion to approve consent agenda passed with a motion by James Haussermann and a second by Windy Ingram.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

8.1.1. Minutes of Previous Meeting

8.1.2. Monthly Financial Report

8.1.3. Claims

8.2. Consider, Discuss and Approve Invoices from Shad's Auto, Inc Totaling \$470.85:

- \$80.85 for (3) Fuel Conditioner
- \$390.00 for (6) Bus Inspections

Motion to approve paying Shad's Auto \$470.85 for fuel conditioner and bus inspections passed with a motion by Mike Bartels and a second by James Haussermann.

Barb Overleese: Absent, Windy Ingram: Abstain (With Conflict), Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea

8.3. Consider, Discuss, and Approve Resignation of Ms. Erin Ellis, Vocal Music Teacher, Effective at the End of the 2020-2021 School Year

Motion to approve resignation of Ms. Erin Ellis, Vocal Music Teacher, effective at the end of the 2020-2021 school year passed with a motion by Derek Fouts and a second by Angie Grube.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

8.4. Approve the Contract for Ms. Leah Solko, JH/HS English Instructor for the 2021-2022 School Year

Motion to approve the Contract for Ms. Leah Solko, JH/HS English Instructor for the 2021-2022 School Year passed with a motion by Windy Ingram and a second by Mike Bartels.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

8.5. Approve the Contract for Mr. Timothy Ellis, Vocal Music Instructor for the 2021-2022 School Year

Motion to approve the Contract for Mr. Timothy Ellis, Vocal Music Instructor for the 2021-2022 School Year passed with a motion by Derek Fouts and a second by Angie Grube.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

8.6. Approve the Contract for Emily Cleveland as a 1/2 time Transition to Teach Math Instructor and 1/2 time Special Education Teacher

Motion to approve the contract for Emily Cleveland as a 1/2 time Transition to Teach Math Instructor and 1/2 time Special Education Teacher passed with a motion by James Haussermann and a second by Mike Bartels.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

- 8.7. Consider, Discuss and Approve Resignation of Board Member Barb Overleese

Motion to approve resignation of board member Barb Overleese passed with a motion by Mike Bartels and a second by Derek Fouts.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

- 8.8. Consider, Discuss and Approve the Amended 2021-2022 School Calendar

Motion to approve the amended 2021-2022 school calendar passed with a motion by Mike Bartels and a second by Windy Ingram.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

- 8.9. Consider, Discuss and Approve Moving the Last Day of School for Students to Friday, May 7, 2021

Motion to approve moving the last day of school for students to Friday, May 7, 2021 passed with a motion by Windy Ingram and a second by James Haussermann.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

- 8.10. Consider, Discuss, and Approve the Bid for Lower Elementary Hallway Terrazzo Replacement by DeMarco Bros., Omaha, with the Cost paid out of the School Building Fund

Motion to approve the Bid for Lower Elementary Hallway Terrazzo Replacement by DeMarco Bros., Omaha, with the Cost of \$23,726.00 paid out of the School Building Fund passed with a motion by Mike Bartels and a second by Derek Fouts.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

- 8.11. Consider, Discuss and Approve Replacement of 18 Casement Windows by ICON Improvements, LLC, with the Cost of the Windows and Labor Paid Out of the Depreciation Fund

Motion to approve replacement of 18 casement windows by ICON Improvements, LLC, with the cost of the windows paid out of the Depreciation Fund not to exceed \$63,472.50 passed with a motion by Derek Fouts and a second by James Haussermann.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

- 8.12. Consider, Discuss and Make a Decision as to the Fate of Four of the old Lunch Tables

Motion to take bids for the old lunch room tables, if we do not receive any bids they will be donated to the museum. passed with a motion by Mike Bartels and a second by Angie Grube.
Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

- 8.13. Consider, Discuss and Determine if Franklin Public Schools will Provide Transportation to and from Holdrege for the Summer Honors Students

Motion to table this item Tabled with a motion by Derek Fouts and a second by James Haussermann.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

- 8.14. Consider, Discuss, and Approve ESSER II Plan

Motion to approve the ESSER II Plan passed with a motion by Angie Grube and a second by James Haussermann.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

- 8.15. Consider, Discuss, and Approve Random Drug Testing Policy

Motion to have the negotiations committee formulate a plan for drug testing brought to the June meeting passed with a motion by Mike Bartels and a second by Windy Ingram.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

- 8.16. Consider, Discuss and Determine the future of the Mask Requirement

Motion to make masks optional but teachers have a right to have masks required in their classrooms effective April 14, 2021 passed with a motion by Derek Fouts and a second by Windy Ingram.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

9. Elementary Principal's Report

10. Secondary Principal/Activities Director's Report

11. Superintendent's Report

12. Positive Comments

13. Adjournment

Motion to adjourn at 8:40 pm passed with a motion by Windy Ingram and a second by James Haussermann.

Barb Overleese: Absent, Mike Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, James Haussermann: Yea, Windy Ingram: Yea

CAFETERIA PLAN -- FLEX BENEFITS PLAN

Statement Date: March 31, 2021

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$20,178.24
Cash Receipts:	
Transfer from Gen Fund to "Start Up" New School Year	\$0.00
Monthly Reimbursement from Gen Fund Employee Payroll	\$1,984.98
Expenses:	
Transfer to Gen Fund for "Start Up" Reimbursement	\$0.00
Employee Benefit Checks Written this Month	-\$773.04
Employee MHM Resources Direct Pay	-\$313.02
Outstanding Checks Written from Previous Months	\$0.00
Checking Account End of Month Balance on Hand:	\$21,077.16

Grand Total: \$21,077.16

Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$21,077.16
Cash Receipts Outstanding	\$0.00
Checks Outstanding	\$0.00
Checking Account End of Month Balance on Hand:	\$21,077.16

Grand Total: \$21,077.16

01 -- GENERAL FUND

Statement Date: March 31, 2021

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$1,177,803.45
Cash Receipts:	
Franklin County Treasurer	\$60,365.40
Harlan County Treasurer	\$6,555.84
Miscellaneous	\$62,098.36
Interest	\$46.63
Expenses:	
Prepaid Invoice Checks Written this Month	\$0.00
Invoice Checks Written this Month	-\$240,683.26
Payroll Employees	-\$151,950.43
Payroll Payees	-\$168,937.26
Checking Account End of Month Balance on Hand:	\$745,298.73
CD Account Beginning of Month Balance on Hand:	\$1,221,766.65
Interest	\$243.29
CD Account End of Month Balance on Hand:	\$1,222,009.94
Grand Total:	\$1,967,308.67

Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$745,298.73
Cash Receipts Outstanding	\$0.00
Checks Outstanding	\$0.00
Checking Account End of Month Balance on Hand:	\$745,298.73
CD Account Balance this Statement:	\$1,222,009.94
Grand Total:	\$1,967,308.67

Franklin Public Schools - 01 General Fund - Revenue Summary Report - March 2021

COA	COA Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 1100	LOCAL PROPERTY TAXES, TRANSFERS	4,217,292.25	49,463.18	2,247,598.84	53.29	1,969,693.41
01 1115	CARLINE TAX	40.00	0.00	25.29	63.23	14.71
01 1120	PUBLIC POWER DIST SALES TAX 5% GROSS	10,000.00	440.58	3,412.71	34.13	6,587.29
01 1125	MOTOR VEHICLE TAX	118,000.00	8,564.06	90,088.84	76.35	27,911.16
01 1140	PENALTIES AND INTEREST ON TAXES	0.00	566.62	11,417.32	0.00	(11,417.32)
01 1370	PRE-SCHOOL TUITION	4,000.00	840.00	6,840.00	171.00	(2,840.00)
01 1510	INTEREST BANKING	12,000.00	289.92	4,590.57	38.25	7,409.43
01 1910	RENTAL OF SCHOOL EQUIPMENT & FACILITIES	1,500.00	0.00	0.00	0.00	1,500.00
01 1911	LOCAL LICENSES AND FEES	2,500.00	0.00	1,722.01	68.88	777.99
01 1920	CONTRIBUTIONS & DONATIONS	1,000.00	0.00	2,500.00	250.00	(1,500.00)
01 1921	POLICE COURT FINES	0.00	0.00	0.00	0.00	0.00
01 1925	CATEGORICAL GRANTS -CORP/PRIVATE	500.00	0.00	0.00	0.00	500.00
01 1990	MISCELLANEOUS LOCAL RECEIPTS	500.00	0.00	750.00	150.00	(250.00)
Subtotal:	LOCAL RECEIPTS	4,367,332.25	60,164.36	2,368,945.58	54.24	1,998,386.67
01 2110	COUNTY FINES & LICENSES	6,500.00	496.41	2,497.63	38.43	4,002.37
01 2130	OTHER COUNTY RECEIPTS,SYST MODERN	150.00	0.00	0.00	0.00	150.00
01 2210	ESU RECEIPTS	5,500.00	0.00	0.00	0.00	5,500.00
Subtotal:	COUNTY AND ESU RECEIPTS	12,150.00	496.41	2,497.63	20.56	9,652.37
01 3110	STATE AID	118,871.00	11,887.00	83,209.00	70.00	35,662.00
01 3120	SPED (SCHOOL AGE)	305,000.00	48,206.00	194,394.00	63.74	110,606.00
01 3125	SPED TRANSPORTATION SCHOOL AGE	25,000.00	0.00	0.00	0.00	25,000.00
01 3130	HOMESTEAD EXEMPTION	0.00	7,390.39	7,390.39	0.00	(7,390.39)
01 3131	PROPERTY TAX CREDIT	0.00	0.00	158,767.79	0.00	(158,767.79)
01 3132	PERSONAL PROPERTY TAX CREDIT	0.00	0.00	0.00	0.00	0.00
01 3134	PP TAX CREDIT - RR & PUBLIC SERVICE	0.00	0.00	0.00	0.00	0.00
01 3180	PRO-RATE MOTOR VEHICLE	3,000.00	0.00	3,129.43	104.31	(129.43)
01 3400	STATE APPORTIONMENT	30,000.00	0.00	28,128.04	93.76	1,871.96
01 3512	DISTANCE EDUCATION INCENTIVE PAYMENTS	0.00	0.00	0.00	0.00	0.00
01 3535	HIGH ABILITY LEARNERS	3,500.00	0.00	4,144.00	118.40	(644.00)
01 3540	EARLY CHILDHOOD	6,000.00	0.00	0.00	0.00	6,000.00
01 3990	OTHER STATE RECEIPTS, GAME & PARKS	0.00	0.00	0.00	0.00	0.00
Subtotal:	STATE RECEIPTS	491,371.00	67,483.39	479,162.65	97.52	12,208.35
01 4105	UNIVERSAL SERVICE FUND (E-RATE)	0.00	0.00	0.00	0.00	0.00
01 4309	HEAD START	750.00	0.00	750.00	100.00	0.00
01 4310	REAP	24,134.00	0.00	0.00	0.00	24,134.00
01 4418	IDEA PART B, PEaK PROJECTS	0.00	0.00	0.00	0.00	0.00
01 4505	TITLE I PT A ESSA IMPROV BASC PROG(6200)	75,000.00	0.00	72,953.00	97.27	2,047.00
01 4506	TITLE I NCLB IMPR BASIC PRGRM ACCO 4210	0.00	0.00	0.00	0.00	0.00
01 4509	TITLE II PT A ESSA EFFECT INSTRUC (6310)	0.00	0.00	11,476.00	0.00	(11,476.00)
01 4512	IDEA BASE (6408)	73,394.00	0.00	0.00	0.00	73,394.00
01 4516	IDEA PRESCH (619) BASE ALLOCATION (6406)	0.00	0.00	2,036.00	0.00	(2,036.00)
01 4518	IDEA PART B (611) BASE POV ALLOC (6408)	0.00	0.00	79,170.00	0.00	(79,170.00)
01 4519	IDEA ENROLLMENT/POVERTY (6410)	0.00	0.00	0.00	0.00	0.00
01 4521	IDEA PART B Proportionate Share (4412)	0.00	0.00	0.00	0.00	0.00
01 4523	IDEA SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00
01 4524	OTHER FEDERAL NON-CATEGORICAL	0.00	0.00	0.00	0.00	0.00
01 4525	FED VOC & APPLIED TECH ED (CARL PERKINS)	0.00	0.00	435.00	0.00	(435.00)
01 4530	OTHER FEDERAL CATEGOR RECEIPTS (PBIS)	0.00	0.00	0.00	0.00	0.00
01 4708	MEDICAID IN SCHOOLS (4450)	8,000.00	293.44	578.78	7.23	7,421.22
01 4709	MEDICAID ADMIN. ACTIV. (4455)	5,000.00	871.92	2,415.92	48.32	2,584.08
01 4969	TITLE IV, PART A SSAE (6969)	0.00	0.00	10,000.00	0.00	(10,000.00)
01 4996	ESSER CARES	0.00	0.00	55,793.00	0.00	(55,793.00)
Subtotal:	FEDERAL RECEIPTS	186,278.00	1,165.36	235,607.70	126.48	(49,329.70)
01 5200	TRANSFERS FROM FUNDS (INCOMING)	0.00	0.00	0.00	0.00	0.00
01 5300	SALE OF PROPERTY	0.00	0.00	0.00	0.00	0.00
01 5301	INSURANCE ADJUSTMENTS	0.00	0.00	1,202.14	0.00	(1,202.14)
01 5400	LONG TERM LOANS	0.00	0.00	0.00	0.00	0.00
01 5690	OTHER NON-REVENUE REC. (ALICAP)	3,000.00	0.00	0.00	0.00	3,000.00
Subtotal:	NON-REVENUE RECEIPTS	3,000.00	0.00	1,202.14	40.07	1,797.86
Fund Total:		5,060,131.25	129,309.52	3,087,415.70	61.01	1,972,715.55

02 -- DEPRECIATION FUND

Statement Date: March 31, 2021

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$123,233.08
Cash Receipts:	
Transfer from General Fund	\$0.00
Miscellaneous	\$0.00
Expenses:	
Invoice Checks Written this Month	\$0.00
Checking Account End of Month Balance on Hand:	\$123,233.08
Grand Total:	\$123,233.08

Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$123,233.08
Cash Receipts Outstanding	
Cash Receipts Outstanding	\$0.00
Checks Outstanding	\$0.00
Checking Account End of Month Balance on Hand:	\$123,233.08
Grand Total:	\$123,233.08

03 -- UNEMPLOYMENT INSURANCE FUND

Statement Date: March 31, 2021

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$3,493.35
Cash Receipts:	
Miscellaneous	\$0.00
Interest	\$0.16
Expenses:	
Employee Benefit Checks Written this Month	\$0.00
Checking Account End of Month Balance on Hand:	\$3,493.51
CD Account Beginning of Month Balance on Hand:	\$4,071.63
Interest	\$3.01
CD Account End of Month Balance on Hand:	\$4,074.64
Grand Total:	\$7,568.15

Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$3,493.51
Cash Receipts Outstanding	\$0.00
Checks Outstanding	\$0.00
Checking Account End of Month Balance on Hand:	\$3,493.51
CD Account Balance this Statement:	\$4,074.64
Grand Total:	\$7,568.15

05 -- ACTIVITY FUND

Statement Date: March 31, 2021

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$101,158.92
Cash Receipts:	
Transfer from General Fund Replenishing Activity Fund	\$0.00
Contributions, Miscellaneous	\$2,159.52
Voided Checks	\$0.00
Interest	\$4.46
Expenses:	
Prepaid Invoice Checks Written this Month	\$0.00
Invoice Checks Written this Month	-\$9,560.75
Checking Account End of Month Balance on Hand:	\$93,762.15
CD Account Beginning of Month Balance on Hand:	\$21,972.48
Interest	\$0.00
CD Account End of Month Balance on Hand:	\$21,972.48
Grand Total:	\$115,734.63

Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$94,273.65
Cash Receipts Outstanding	\$0.00
Checks Outstanding	-\$511.50
Checking Account End of Month Balance on Hand:	\$93,762.15
CD Account Balance this Statement:	\$21,972.48
Grand Total:	\$115,734.63

Franklin Public Schools - 05 Activity Fund Balance Report - Summary - March 2021

COA	COA Description	Beginning Balance	Expenses	Revenues	Balance
05 704 0001	ATHLETICS	(7,578.87)	1,374.89	250.00	(8,703.76)
05 704 0003	CROSS COUNTRY	586.02	0.00	0.00	586.02
05 704 0004	BASKETBALL/BOYS	146.90	0.00	0.00	146.90
05 704 0005	BASKETBALL/GIRLS	280.27	0.00	0.00	280.27
05 704 0006	FOOTBALL	2,470.26	0.00	0.00	2,470.26
05 704 0007	GOLF	2,073.14	0.00	300.00	2,373.14
05 704 0008	TRACK	2,940.40	397.50	0.00	2,542.90
05 704 0010	VOLLEYBALL	1,567.55	0.00	140.00	1,707.55
05 704 0011	WRESTLING	4,146.62	1,190.00	300.00	3,256.62
05 704 0012	FPS SIGNWORX	(243.39)	142.85	0.00	(386.24)
05 704 0015	YEARBOOK	2,075.00	0.00	45.00	2,120.00
05 704 0016	BAND	13,158.13	1,756.00	0.00	11,402.13
05 704 0017	CHEER SQUAD	1,203.58	0.00	0.00	1,203.58
05 704 0019	CONCESSIONS	(63.17)	240.90	0.00	(304.07)
05 704 0020	FCCLA	7,922.25	3.00	0.00	7,919.25
05 704 0021	FFA	5,913.82	33.12	25.00	5,905.70
05 704 0022	FOREIGN LANGUAGE	2,170.99	500.00	0.00	1,670.99
05 704 0023	CLASS OF 2023	2,311.64	0.00	24.00	2,335.64
05 704 0024	CLASS OF 2021	3,737.21	1,291.84	0.00	2,445.37
05 704 0025	SENIOR BANNERS	0.00	0.00	0.00	0.00
05 704 0026	NHS	5,078.80	0.00	0.00	5,078.80
05 704 0028	SCIENCE CLUB	653.43	0.00	0.00	653.43
05 704 0029	CLASS OF 2026	492.44	0.00	0.00	492.44
05 704 0030	CLASS OF 2022	5,714.93	0.00	0.00	5,714.93
05 704 0031	STUDENT COUNCIL	554.20	0.00	0.00	554.20
05 704 0032	VOCAL	509.40	0.00	0.00	509.40
05 704 0034	CAPS/GOWNS/DIPLOMAS	0.00	0.00	0.00	0.00
05 704 0037	GREENHOUSE	21,778.24	1,291.50	0.00	20,486.74
05 704 0038	COURTESY	2,212.18	140.50	0.00	2,071.68
05 704 0039	ELEMENTARY TEACHERS	2,168.46	0.00	0.00	2,168.46
05 704 0040	INDUSTRIAL ARTS	(50.18)	381.23	621.52	190.11
05 704 0041	INVESTMENTS	21,972.48	0.00	0.00	21,972.48
05 704 0042	CLASS OF 2025	1,057.45	0.00	0.00	1,057.45
05 704 0043	LIBRARY	141.11	0.00	0.00	141.11
05 704 0045	CLASS OF 2024	1,431.10	0.00	0.00	1,431.10
05 704 0046	SPECIAL PROJECTS	1,632.20	0.00	4.46	1,636.66
05 704 0047	SPEECH/DRAMA	(1,324.57)	28.00	0.00	(1,352.57)
05 704 0048	ENTREPRENEURSHIP	73.86	0.00	0.00	73.86
05 704 0049	ACE, 40 Dev Assets	537.50	0.00	0.00	537.50
05 704 0050	IND ARTS/DONATIONS	1,745.50	0.00	150.00	1,895.50
05 704 0051	QUIZ BOWL	377.96	50.00	0.00	327.96
05 704 0052	WEIGHTROOM PROJECT	8,696.56	435.42	0.00	8,261.14
05 704 0053	EHA WELLNESS PROGRAM	2,860.00	0.00	0.00	2,860.00
	Fund Total:	123,131.40	9,256.75	1,859.98	115,734.63

06 -- LUNCH FUND

Statement Date: March 31, 2021

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand: \$26,304.14

Cash Receipts:

Transfer from General Fund	\$0.00
Meal Sales	\$546.40
Federal Reimbursement	\$34,618.60
State Reimbursement	\$501.55
Contributions, Miscellaneous	\$10.58
Voided Checks	\$0.00
Interest	\$1.97

Expenses:

Prepaid Invoice Checks Written this Month	\$0.00
Invoice Checks Written this Month	-\$12,881.49
Payroll Employees	-\$3,090.74
Payroll Payees	-\$1,667.03

Checking Account End of Month Balance on Hand: \$44,343.98

Grand Total: \$44,343.98

Bank Statement -- Account Balance

Checking Account Balance this Statement: \$44,343.98

Cash Receipts Outstanding	\$0.00
Checks Outstanding	\$0.00

Checking Account End of Month Balance on Hand: \$44,343.98

Grand Total: \$44,343.98

08 -- BUILDING FUND

Statement Date: March 31, 2021

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand: \$241,517.88

Cash Receipts:

Franklin County Treasurer \$1,621.36

Harlan County Treasurer \$214.70

Miscellaneous \$0.00

Interest \$10.98

Expenses:

Invoice Checks Written this Month \$0.00

Checking Account End of Month Balance on Hand: \$243,364.92

Grand Total: \$243,364.92

Bank Statement -- Account Balance

Checking Account Balance this Statement: \$243,364.92

Cash Receipts Outstanding \$0.00

Checks Outstanding \$0.00

Checking Account End of Month Balance on Hand: \$243,364.92

Grand Total: \$243,364.92

Invoice Number	Description	Amount
3138	MARCH SERVICES: DB / AW / BW	1,269.38
Vendor Name	ALPHA REHABILITATION PC	1,269.38
2021MARDB	MARCH MILEAGE 3024.8 MI @ \$0.56 DB	1,693.89
Vendor Name	BAKER, AMBER	1,693.89
20210330GH	NATURAL GAS - GREENHOUSE MARCH	357.39
20210330MB	NATURAL GAS - MAIN BUILDING MARCH	2,060.06
20210330SB	NATURAL GAS - SHOP BUILDING MARCH	234.48
Vendor Name	BLACK HILLS ENERGY	2,651.93
6050080	TEACHER SUPPLIES	49.91
Vendor Name	BLICK ART MATERIALS LLC	49.91
20210326STMTGF	MONTHLY TRANSACTIONS	350.98
Vendor Name	CHASE CARD SERVICES	350.98
20210330	UTILITIES: FEBRUARY 15 - MARCH 15	5,085.24
Vendor Name	CITY OF FRANKLIN	5,085.24
3821	(4) 2x1/4, (4) 3x1/8: D ROCKER	14.88
Vendor Name	DUNCAN'S WELDING	14.88
B-15840011	EMC INS RENEWAL 04.15.2021-04.15.2022	48,107.00
Vendor Name	EMC INSURANCE COMPANIES	48,107.00
2021FEBRUARY	PURCH SRVS ESU SPED 18+ PROGRAM: RJ, AR	15,748.92
Vendor Name	ESU #9	15,748.92
3905	TECH CONSULT, DOMAIN NAME RENEWAL	383.95
Vendor Name	ESU 11	383.95
2593	PURCH SRVS NOT ESU (PT) SPED	150.00
Vendor Name	FAMILY PT & SPORTS	150.00
2547460	EARTHWORMS, GRASSHOPPERS	34.40
Vendor Name	FLINN SCIENTIFIC, INC	34.40
21972	AG CLASS BOUT FLOWER DESIGN SUPPLIES	28.65
Vendor Name	FLOWERS-N-MORE	28.65
5776-214523	BUSES: DEF	51.96
5776-214535	SHOP: AIR GAUGE	17.68
5776-215019	BUSES: DEF	51.96
5776-215735	BUS 2007: SWITCH	179.21
5776-215962	VAN '07 FORD: BATTERY	148.60
Vendor Name	FRANKLIN AUTO PARTS	449.41
273310	AD: THE FLYER WAY	65.40
273354	AD: PRESIDENTS DAY TAB	50.00
273426	AD: ST WRESTLING SPONSORSHIP	18.00
273456	AD: MEETING MINUTES FEB 8	155.10
273458	AD: MEETING MINUTES FEB 9	21.07

Invoice Number	Description	Amount
273469	AD: MARCH CALENDAR	196.20
273592	AD: NOTICE OF MEETING	4.15
Vendor Name	FRANKLIN COUNTY CHRONICLE	<u>509.92</u>
20210328	03.28.2021-04.27.2021 TELECOMM SERVICE	599.03
Vendor Name	FRONTIER	<u>599.03</u>
980905	FEB 15 SNOW REMOVAL	500.00
Vendor Name	H&Y LEVELING	<u>500.00</u>
2021MAY#009	COPIER LEASE MAY PAYMENT #009	1,582.01
Vendor Name	HOMETOWN LEASING	<u>1,582.01</u>
INV-02317	PURCH SRVS NOT ESU (OT) SPED	1,313.58
Vendor Name	INSPIRE REHABILITATION HARLAN COUNTY, LLC	<u>1,313.58</u>
115585	TIRE REPAIR: WHITE DODGE MINIVAN	43.50
Vendor Name	JIM'S OK TIRE, INC	<u>43.50</u>
561303	LIBRARY BOOKS	192.00
Vendor Name	JUNIOR LIBRARY GUILD	<u>192.00</u>
9802	LEGAL SERVICES MARCH	194.00
Vendor Name	KSB SCHOOL LAW, PC LLO	<u>194.00</u>
2021-14285	RENEWAL 2021-2022	460.00
Vendor Name	Library World, Inc.	<u>460.00</u>
116781728	RETIRMENT CLOCK	107.95
Vendor Name	MASTER TEACHER, INC., THE	<u>107.95</u>
0023364331	WELDING SUPPLIES: ARGON C VETTER	44.91
23204817	SUPPLIES: CYL REFILL OXY/ACETYL	98.25
23258881	WELDING SUPPLIES	50.63
23258890	WELDING SUPPLIES	14.16
51773346	SUPPLIES: CYL REFILL OXY/ACETYL	59.26
Vendor Name	MATHESON TRI-GAS, INC	<u>267.21</u>
0728421-IN	HI-TIDE,QUATRACIDE,GERM FREE PLUS	473.47
Vendor Name	Mid-American Research Chemical	<u>473.47</u>
AXT0321-3	TUITION SPED (MOAIC), LVL III: DB MARCH	3,500.28
AXT0321-33	TUITION SPED (MOAIC), LVL III: AW MARCH	1,361.22
AXT0321-34	TUITION SPED (MOAIC), LVL III: BW MARCH	3,500.28
Vendor Name	MOAIC	<u>8,361.78</u>
2015063	MOSYLE CDN RENEWAL 7/20/2020-3/20/2021	400.00
2018138	MOSYLE MNGR ENROLL ADDL (1) USER	3.21
2019398	MOSYLE MNGR ENROLL ADDL (6) USERS	16.50
2020517	MOSYLE MNGR ENROLL ADDL (3) USERS	6.87
2121249	MOSYLE MNGR ENROLL ADDL (1) USER	1.83
2123590	MOSYLE MNGR RENEWAL 3/20/2021-3/20/2022	2,987.00
2124403	MOSYLE MNGR ENROLL ADDL (1) USER	5.50

Invoice Number	Description	Amount
Vendor Name	MOSYLE CORPORATION	3,420.91
20210310CDE	CDE DISTRICT CONTEST REGISTRATION	25.00
Vendor Name	NAEA DIST 6	25.00
20210321	2021-2022 AG ED PROF FEES: D ROCKER	235.00
Vendor Name	NAEA	235.00
2211-20210331	(5) BACKGROUND	160.00
Vendor Name	ONE SOURCE THE BACKGROUND COMPANY	160.00
26559	MINIVANS: (2) SPARE TIRES, (2) JACK KITS	465.00
26565	(7) QUARTERLY VAN INSPECTIONS	168.00
Vendor Name	PAULSEN AUTOMOTIVE	633.00
L204244	(3) WATER FOUNTAIN BALL VALVES	21.87
L204362	BUS BARN DOOR: (1) SPRING REPLACED	680.00
Vendor Name	PLANK LUMBER & HARDWARE	701.87
20210401GM	PEST GENERAL MAINT	56.00
20210401IC	PEST INSECT CONTROL	85.00
Vendor Name	PRESTO-X	141.00
9079	2020-2021 SAFETY SWEEPS	500.03
Vendor Name	PROVIDENCE WORKING CANINES, INC	500.03
20210324	REPLENISH POSTAGE ON MACHINE	599.67
Vendor Name	QUADIENT FINANCE USA, INC	599.67
N8763859	LEASE POSTAGE MACHINE: APR 7-JUL 6	240.00
Vendor Name	QUADIENT LEASING USA, INC	240.00
15584481	SPED TEACHER SUPPLIES	8.79
15668841	TEACHER SUPPLIES	8.96
15678348	TEACHER SUPPLIES	29.37
15714679	TEACHER SUPPLIES	16.59
15746481	TEACHER SUPPLIES	13.77
Vendor Name	QUILL CORPORATION	77.48
SRV080901	GREENHOUSE MOTOR MAINT, MOTOR REPLACED	1,125.35
Vendor Name	RASMUSSEN MECHANICAL SERVICES	1,125.35
7536600	TEACHER SUPPLIES	47.98
7536643	TEACHER SUPPLIES	58.47
Vendor Name	REALLY GOOD STUFF, INC.	106.45
20210401-376GF	MONTHLY TRANSACTIONS	1,048.98
Vendor Name	RIGHTWAY INC.	1,048.98
361372	CDE WELDS SHIPPING EXPENSE	18.25
Vendor Name	ROCKER, DAVID	18.25
S25186	LIBRARY PROJECT: WOOD	566.99

Invoice Number	Description	Amount
Vendor Name	S.E. SMITH & SONS	566.99
M70969068	K-6 SCHOLASTIC NEWS, JH/HS SCIENCE WORLD	848.63
Vendor Name	SCHOLASTIC INC.	848.63
IN000547611	(78) ELEMENTARY PLANNERS	179.40
Vendor Name	SCHOOL MATE	179.40
208127139502	TEACHER SUPPLIES	245.68
208127165925	TEACHER SUPPLIES	117.93
208127172854	TEACHER SUPPLIES	19.10
208127179321	TEACHER SUPPLIES	61.41
208127184082	TEACHER SUPPLIES	16.24
208127184193	TEACHER SUPPLIES	47.69
208127199278	TEACHER SUPPLIES	201.50
208127199363	TEACHER SUPPLIES	90.69
208127199387	TEACHER SUPPLIES	9.87
Vendor Name	SCHOOL SPECIALTY	810.11
15638	BUSES: FUEL CONDITIONER	80.85
15639	BUSES: (6) INSPECTIONS	390.00
Vendor Name	SHAD'S AUTO, INC.	470.85
MPP-172224	(100) PARKING WINDSHIELD LABELS	345.92
Vendor Name	SMARTSIGN	345.92
3473482780	TEACHER SUPPLIES	62.06
3473482781	TEACHER SUPPLIES	63.14
3473482782	TEACHER SUPPLIES	22.99
3473608728	TEACHER SUPPLIES	16.66
3474150486	TEACHER SUPPLIES	39.12
3474210644	TEACHER SUPPLIES	76.97
8061638996	TEACHER SUPPLIES	40.75
Vendor Name	STAPLES, INC.	321.69
1263204	DISTANCE EDUCATION: MARCH	232.49
Vendor Name	STATE OF NEBRASKA	232.49
435783853894	(24) 800ML GOJO SOAP	98.20
455947756859	(3) 24 PK WYPALL TOWELS	113.01
784835657439	(12) PK GE 200W LIGHT BULB	29.92
846879933934	(5) SANDER PADS: SHOP CLASS	44.95
Vendor Name	SYNCB/AMAZON	286.08
249958	TIME MANAGEMENT SYSTEM: MONTHLY	111.50
Vendor Name	TIME MANAGEMENT SYSTEMS, INC	111.50
2021NEBCDE	CDE STATE CONTEST REGISTRATION	270.00
Vendor Name	UNIVERSITY OF NE - LINCOLN	270.00
9876215247	FEB 24 - MAR 23, 2021 SERVICES	176.71
Vendor Name	VERIZON WIRELESS	176.71
20210402	CONNECTed HOTSPOT	177.50

Invoice Number	Description	Amount
Vendor Name	VIAERO WIRELESS	177.50
70969803	MONTHLY FUEL	999.27
Vendor Name	WEX BANK	999.27
800286269-1	LIBRARY PROJECT: PADS,PULLS,ROLLER,PIN	326.63
Vendor Name	WOODWORKER'S HARDWARE	326.63
Fund Number	01	105,779.75
Checking Account ID	1	105,779.75
20210413JHTRACK	ENTRY FEE: 4/13 JH ALMA TRACK MEET	60.00
Vendor Name	ALMA PUBLIC SCHOOL	60.00
409214	ARAPAHOE MUSIC CONTEST PERFORMANCE FEE	24.00
Vendor Name	ARAPAHOE-HOLBROOK PUBLIC SCHOOL	24.00
42225	(25) MEDAL STICKERS: GOLF	34.46
42226	(300) MEDAL STICKERS: TRACK	195.12
42992	(4) PLATES DIRECT PRINT	10.51
Vendor Name	AWARDS UNLIMITED INC.	240.09
20210406FPSHSTRACK	STARTER: 4/6 FPS HS TRACK INVITE	200.00
20210420FPSJHTRACK	STARTER: 4/20 FPS JH TRACK INVITE	150.00
Vendor Name	BLASE, RON	350.00
38525	XC/TRACK: HIP AND COMPETITORS NUMBERS	214.25
Vendor Name	BLAZER ATHLETIC EQUIPMENT	214.25
97419	10'x15' TENT w VALANCE PANELS	2,168.00
Vendor Name	BUY SHADE.COM	2,168.00
20210331GOLF	ENTRY FEE: CAMBRIDGE GOLF INVITE	50.00
Vendor Name	CAMBRIDGE PUBLIC SCHOOLS	50.00
20210326STMTAF	(2) GOLF POLO SHIRTS	292.05
Vendor Name	CHASE CARD SERVICES	292.05
2728617	TL: (3) CASES COKE PRODUCTS	66.75
2741482	CONCESSIONS: (11) CASES COKE PRODUCTS	227.45
2741483	TL: (2) CASES COKE PRODUCTS	44.50
Vendor Name	CHESTERMAN COMPANY	338.70
7706	2021-2022 RENEWAL GAMETIME LEVEL 1	1,620.00
Vendor Name	CMC NEPTUNE LLC	1,620.00
2238581-1	DJ REMAINS: PROM HOSTED BY CLASS OF 2022	335.00
Vendor Name	COMPLETE WEDDING + EVENTS	335.00
142154	(16) FCCLA TSHIRTS	240.00
Vendor Name	Connie's Creations	240.00
3808	TRACK STARTER HOLDER: METAL	18.30
3907	(3) 2x1/4	6.39

Invoice Number	Description	Amount
Vendor Name	DUNCAN'S WELDING	24.69
20210308	DISTSPEECH ENTRY FEE: 3/8 DISTRICT SPEECH	159.00
20210406	GOLFHILINE ENTRY FEE: 4/6 ELWOOD HILINE GOLF INVITE	70.00
Vendor Name	ELWOOD PUBLIC SCHOOL	229.00
21944	SYMPATHY: KF	38.00
21979	SYMPATHY: RB	55.00
21980	SYMPATHY: SJT	46.99
Vendor Name	FLOWERS-N-MORE	139.99
2021FHS	AGREEMENT JAN-DEC 2021 XC/GOLF FACILITY USAGE	950.00
Vendor Name	FRANKLIN COUNTRY CLUB	950.00
273589	AD: NATL FFA WEEK	20.00
Vendor Name	FRANKLIN COUNTY CHRONICLE	20.00
WS3491630	(250) ACTIVITY PASS CARDS	190.00
Vendor Name	HALO BRANDED SOLUTIONS, INC	190.00
16622	(2) TSHIRTS: 1000LB CLUB	32.60
Vendor Name	INKCREDIBLE INC	32.60
14900	BAND/VOCAL STUDENT AWARDS	134.00
Vendor Name	INSTRUMENTAL AWARDS LLC	134.00
2955864	CREDIT MEMO: FREE SHIPPING	(15.00)
2957071	(10) PIC FRAMES, (4) PLAQUES	172.96
Vendor Name	JOHNSON PLASTICS PLUS	157.96
20210330	TRACK ENTRY FEE: 3/30 KENESAW TRACK INVITE	130.00
Vendor Name	Kenesaw Public School	130.00
1197268	24'8" TUBE, 1/4 ANGLE, 8" / 10" FLAT	890.27
Vendor Name	KULLY PIPE & STEEL	890.27
INV-0100	(12) YOUTH COMPOSITE FOOTBALLS	374.88
Vendor Name	MISKO SPORTS LLC	374.88
2021FFA	BANQUET 2021 FFA BANQUET ITEMS	421.50
Vendor Name	NATIONAL FFA ORGANIZATION	421.50
37868	SR TRIP TO ZOO	184.00
Vendor Name	OMAHA'S HENRY DOORLY ZOO & AQUARIUM	184.00
2021A	ACCOMPANIST ARAPAHOE MUSIC CONTEST ACCOMPANIST FEE	90.00
Vendor Name	REICHERT, MELISSA	90.00
20210406-376AF	MONTHLY TRANSACTIONS	682.28
Vendor Name	RIGHTWAY INC.	682.28
2021M	MOTHERDAYCUPS MOTHERS DAY PLANTING CUPS	8.22
2021N	NATLAGCOFFEE FFA NATL AG WEEK COFFEE	80.66

Invoice Number	Description	Amount
Vendor Name	ROCKER, DAVID	88.88
2021THEATERSEATS	FFA SPONSORING (2) THEATER SEATS	500.00
Vendor Name	ROSEBOWL PLAYHOUSE INC	500.00
20212022CHEER	2021-2022 SY CHEER TRYOUT JUDGE	100.00
Vendor Name	RUNGE, CARLIE	100.00
S25187	4'x8' BIRCH FOR PROM	26.75
Vendor Name	S.E. SMITH & SONS	26.75
7431-47	(6) DOZ COOKIES FOR STAFF BABY SHOWER	120.00
Vendor Name	SMILEY SWEET CAKE	120.00
20212022CHEER	2021-2022 SY CHEER TRYOUT JUDGE	100.00
Vendor Name	STALLBAUMER, CARRIE	100.00
436474689774	PROM ITEMS	12.99
438955536743	PROM ITEMS	73.90
456867334544	PROM ITEMS	45.98
466766946389	PROM ITEMS	6.49
469668387346	PROM ITEMS	25.98
473877457566	PROM ITEM NOT RECEIVED: AVERY LABELS	(6.75)
766558444879	PROM ITEMS	13.99
788393638694	PROM ITEMS	110.85
847369384989	PROM ITEMS	126.93
936636646748	PROM ITEMS	5.99
954483368733	PROM ITEMS	71.47
958645465384	PROM ITEMS	67.25
963673686857	PROM ITEMS	954.04
Vendor Name	SYNCB/AMAZON	1,509.11
2021UNKHSTRACKINVITE	ENTRY FEE: 3/20 UNK HS TRACK INVITE	140.00
Vendor Name	UNK ATHLETICS DEPARTMENT	140.00
20210326TRACKINVITE	ENTRY FEE: 3/26 WIL-HIL TRACK INVITE	125.00
Vendor Name	WILCOX/HILDRETH HIGH SCHOOL	125.00
800286269	LOCKS,PULLS,PADS,ROLLERS	79.65
Vendor Name	WOODWORKER'S HARDWARE	79.65
Fund Number	05	13,372.65
Checking Account ID	5	13,372.65
12825325	MEAL ITEMS	307.27
12828940	MEAL ITEMS AND SUPPLIES	916.39
12834378	MEAL ITEMS AND SUPPLIES	2,130.65
12843254	MEAL ITEMS AND SUPPLIES	1,018.99
12847013	MEAL ITEMS AND SUPPLIES	1,106.94
12852091	MEAL ITEMS AND SUPPLIES	1,865.46
12855628	MEAL ITEMS AND SUPPLIES	533.92
12861036	MEAL ITEMS AND SUPPLIES	1,229.97
12869857	MEAL ITEMS	936.80
CM2979069	CREDIT MEMO: (6) CUCUMBERS	(6.34)
Vendor Name	CASH-WA DISTRIBUTING CO. OF KEARNEY,	10,040.05

Invoice Number	Description	Amount
INC.		
20210326STMTLF	KENSINGTON: (2) BEEF PROCESS (1964 LBS)	1,672.72
Vendor Name	CHASE CARD SERVICES	1,672.72
54332835566	BREAD ITEMS	71.00
54332835648	BREAD ITEMS	71.00
Vendor Name	EARTHGRAINS	142.00
1113279	DAIRY ITEMS	434.49
1113372	DAIRY ITEMS	581.32
1113432	DAIRY ITEMS	250.11
1113473	DAIRY ITEMS	516.13
1113530	DAIRY ITEMS	244.12
1113576	CREDIT MEMO: (12) COTTAGE CHEESE	(8.19)
1113577	DAIRY ITEMS	471.02
1113633	DAIRY ITEMS	429.93
1113723	DAIRY ITEMS	228.52
Vendor Name	HILAND DAIRY FOODS COMPANY LLC	3,147.45
35940	MEAL ITEMS	101.20
Vendor Name	NEBRASKA FOOD DISTRIBUTION PROGRAM	101.20
20210406-376LF	MEAL ITEMS AND SUPPLIES	411.35
Vendor Name	RIGHTWAY INC.	411.35
72330	MEAL ITEMS	41.80
Vendor Name	SAMS CLUB/SYNCHRONY BANK	41.80
3473608729	SUPPLIES: MOP PADS	87.00
3473608730	SUPPLIES: SURFACE SANITIZER	22.82
Vendor Name	STAPLES, INC.	109.82
453686563633	SUPPLIES: (6) DRYING TOWELS	18.99
548688457656	SUPPLIES: (2) PAIR OVEN MITTS	19.98
567849338944	SUPPLIES: (60) KITCHEN WASH TOWELS	49.99
Vendor Name	SYNCB/AMAZON	88.96
Fund Number	06	15,755.35
Checking Account ID	6	15,755.35

Erin Ellis
133 S Colorado Ave
Minden, NE 68959
402-490-1683

To Dr. Conradt and the Board of Education:

I regret to inform you that I will not be renewing my contract of employment for the 2021-2022 school year. I have accepted a position with Axtell Public Schools. My husband works in the community of Axtell as the head pastor and it has always been my dream to be in one community as a family. When I was offered the position I knew the decision was to accept. We hope to move to Axtell in the near future.

Franklin has been a wonderful place to work and I will cherish the experiences that I have had here and the people I have met here. I feel blessed to have had the opportunity to work in the district even for a short period of time.

Please accept this letter as my formal resignation at the end of the 2020-2021 school year. Thank you for the opportunity and your understanding. Please let me know if you have any further questions.

Sincerely,



Erin Ellis

3-30-2021

To Whom It May Concern:

Due to personal changes in my life, I will not be able to complete my term. I am offering my resignation from Franklin Public School Board.

I have enjoyed my time on board and hope I have been a productive member of the board.

Good luck and enjoy.

Barbara Overleese

**APPLICATION
APPOINTED BOARD MEMBER
FRANKLIN PUBLIC SCHOOLS**

DUE:

NAME: _____

ADDRESS: _____

PHONE #: _____ E-mail Address _____

1. Are you a resident of the Franklin Public School District? [] Yes [] No
2. Are you a registered voter? [] Yes [] No
3. Why do you want to be a member of the Board of Education?

4. As a board member, what qualities would you bring to the leadership team?

5. What is your vision for this school district in the next five years?

6. What public service have you provided to the community, such as teaching, coaching, church groups, scouts, volunteering, etc.?

7. Do you believe you will have sufficient time to dedicate to the work of the board? [] Yes [] No

8. How should the board go about finding out and knowing what the parents and patrons in the district are thinking?

Signature

Date

The information below is still
accurate. - Candy

Greg Perry <gperry@perrylawfirm.com>
To: Candace Conradt <candace.conradt@fpsflyers.org>

Thu, Mar 9, 2017 at 3:21 PM

Candy:

Below is the email I had drafted, but had failed to push send:

1. The board may not go into closed session to select a replacement. The only time a closed session would be permissible on this subject is if someone wants to share information about a particular candidate that would injure the candidate's reputation; e.g., I would to school with him and he cheated on tests.
2. The board may also not use secret ballots to select a candidate. Secret ballots may only be used for selection of officers (President, VP etc.)
3. It is legal to share the application materials with each board member.. I recommend you address the email to just one member ((e.g. TO Board President's name), and include the other board members via BCC. That way, your email won't inadvertently be used to make comments to all other members and cause an open meetings violation.

Thanks,
Greg

[Quoted text hidden]

John M. Guthery
Thomas M. Haase
James B. Gessford
Rex R. Schultze***
Daniel F. Kaplan
Gregory H. Perry
Joseph F. Bachmann*
R.J. Shortridge*
Jeanette Stull
Corey L. Stull*
Joshua J. Schauer*
Derek A. Aldridge**
Justin J. Knight****
Charles Kaplan



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Of Counsel
Richard D. Sievers
Kelley Baker

*Also Admitted in Iowa
**Also Admitted in Kansas
***Also Admitted in Wyoming
****Also Admitted in Colorado

Ernest B. Perry (1876-1962)
Arthur E. Perry (1910-1982)
R.R. Perry (1917-1999)
Edwin C. Perry (1931-2012)

Memorandum

To: Candace Conradt, Superintendent, Franklin Public Schools
From: Greg Perry
Date: February 10, 2017
Re: **Accepting a Board Member's Resignation and Filling the Vacancy**

This is in regard to the forthcoming vacancy on the Board of Education.

Action on Resignation

The resignation must be in writing. It does "not take effect until accepted by the board or officer to whom the resignation is tendered."¹ The resignation and the action to accept the resignation must be included in the Board Minutes.²

Timing

The Board must fill the vacancy "within forty-five days after the vacancy occurs unless good cause is shown that the requirement imposes an undue burden."³ The 45-day timeline begins when the Board member's resignation is accepted by the school board.

Notices of Vacancy

Notice of the vacancy is required to be given: "The school board shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term (a) in writing to the election commissioner or county clerk and (b) by a notice published in a newspaper of general circulation in the school district."⁴

Filling the Vacancy

1. Fill by Appointment. The vacancy is to "be temporarily filled by appointment of a qualified registered voter by the remaining members of the board."⁵

¹ Neb. Rev. Stat. § 32-562.

² Neb. Rev. Stat. § 32-570(1) states: "The resignation of a member or any other reason for a vacancy shall be made a part of the minutes of the school board."

³ Neb. Rev. Stat. § 32-574.

⁴ Neb. Rev. Stat. § 32-570(1).

⁵ Neb. Rev. Stat. § 32-570(3).

2. Term of Appointment. The appointed member will serve until the first Thursday after the first Tuesday in January, 2019.⁶ 2023
3. Qualifications of Appointee. The appointee must “meet the same requirements as the member whose office is vacant.”⁷ The requirements are that the appointee be a registered voter in the school district⁸ and not be employed as a teacher by the school district.⁹
4. Selection of the Appointee. The statutes do not dictate a specific process for selecting the person to fill the vacancy. As such, the process is to be determined by the Board.

Boards have typically used one of the following approaches:

- i. Appoint the non-elected candidate from the last election who received the highest number of votes, after confirming that the candidate is willing to fill the vacancy.

This approach has the advantage of being simple and politically neutral.

The disadvantage is that the person appointed via this approach may not be the most qualified person available.

- ii. Board members informally recruit candidates and Board votes to appoint a successor.
- iii. Formal advertisement, application and interview process.

Where there is no clear “best” candidate to fill the vacancy, or where there are a number of good candidates for the vacancy, the Board may use a formal “vacancy filling process.”

The formal process is as follows:

- (a) Advertise to solicit applicants for the vacancy.
- (b) Have the candidates complete an application to provide information about their background and their reasons for wanting to be on the Board.
- (c) Interview the candidates. The interviews may not be held in closed session.¹⁰ Some Boards have used a Board committee approach to conduct the interviews in private.

⁶ Neb. Rev. Stat. § 32-570(3) states: “If the vacancy occurs on or after the applicable deadline [which is “prior to February 1 preceding the general election in the middle of the vacated term”], the appointment shall be for the remainder of the unexpired term.”

⁷ Neb. Rev. Stat. § 32-570(3).

⁸ Neb. Rev. Stat. § 32-570(3) and Neb. Rev. Stat. § 79-543.

⁹ Neb. Rev. Stat. § 79-544.

¹⁰ Neb. Rev. Stat. § 84-1410: “Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.”

5. Appointment Action. Ultimately, whichever process is used, the Board would take action by adopting a motion.

Once appointed, the new member should take the oath of office before voting on any matter.

You must then inform the County Clerk that you have made the appointment.¹¹

6. Attachments: I have provided the following
- i. Motion to accept resignation and to appoint and a notice of vacancy
 - ii. Application forms
 - iii. Oath (statutory and ceremonial versions)

¹¹ Neb. Rev. Stat. § 32-571: "The written appointment shall be filed with the Secretary of State or county or township clerk."

FRANKLIN PUBLIC SCHOOLS

SCHOOL DISTRICT 506

1001 M Street

Franklin, Nebraska 68939

(308) 425-6283

Notice of Vacancy Franklin Public School Board

A vacancy exists in the membership of the school board of Franklin Public Schools by reason of the resignation of Barb Overleese. The vacancy occurred as of April 12, 2021. The length of the unexpired term is until the first Thursday after the first Tuesday in January of 2023.

Request an application form from the School Office. Forms are due on or before Wednesday, May 5, 2021.

RECEIPT

The undersigned acknowledges receipt of the above Notice of School Board Vacancy this ___ day of _____, 2021.

County Clerk

Franklin Public Schools 2021-2022 School Calendar

Summary of Calendar

Days in classroom:

First Semester 88 days

Second Semester 87 days

Total Teacher contract days 185

Calendar Legend

Parent/Teacher Conferences	△
Early Dismissal 12:00 pm	
Early Dismissal 2:00 pm	
Prof. Development - No Students	
No School - Students/Faculty	

Holidays

Labor Day	9/6
Thanksgiving Day	11/25
Christmas Day	12/25
New Year's Day	1/1
Easter Sunday	4/17
Memorial Day	5/30

August				
M	T	W	Th	F
	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
September				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	△	
October				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
November				
1	2	3	4	5
8	9	10	11	12
15	15	17	18	19
22	23	24	25	26
29	30			
December				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
January				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
February				
	1	2	3	4
7	8	9	△	11
14	15	16	17	18
21	22	23	24	25
28				
March				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
April				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
May				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Date

Events

Aug 5	Professional Development – New Teachers
Aug 6 & 9-11	Professional Development
Aug 12	First Day of School
Sept 6	Labor Day (No School)
Sept 30	2:00 pm Dismissal Parent/Teacher Conferences 2:30-8:00pm
Oct 4	ESU Fall Conference
Oct 15	End 1 st Qtr. (45 days)
Nov 1	No School Fall Break
Nov 24-26	Thanksgiving Holiday (No School)
Dec 21	End 2 nd Qtr. (43days) – 2:00 pm Dismiss
Dec 21	End 1 st Semester (88 days)
Dec 22-Jan 3	Holiday Break (No School)
Jan 3	No School – Professional Development
Feb 4	Winter Break
Feb 10	2:00 pm Dismissal Parent/Teacher Conferences 2:30-8:00 pm
March 2	End 3 rd Qtr. (41 days) – 2:00 pm Dismiss
March 3,4 & 7	No School – Spring Break
March 7	No School – Professional Development
March 22	State ACT Test for Juniors No School Grades 7,8,9,10,12
Apr 5	No School – Franklin Track Invite
Apr 15	No School – Good Friday
Apr 18	No School
Apr 19	Franklin MS Track Invite – 1:00 pm
May 7	Graduation 2 pm
May 13	End 4 th Qtr. (46 days) – 2:00 pm Dismiss
May 13	End 2 nd Semester (87 days)
May 16	No School – Professional Development
May 30	Memorial Day

DEMARCO BROS. COMPANY
CONTRACTORS
TERRAZZO, TILE AND MARBLE

PHONE
(402) 341-7349

1324 LEAVENWORTH STREET
OMAHA, NEBRASKA 68102

FAX
(402) 341-0102

March 9, 2021

Franklin Public Schools
1001 M Street
Franklin, Nebraska 68939

Attention: Candace Conratt

Reference: Franklin Elementary School
1001 M Street
Franklin, Nebraska

We propose to furnish labor and materials for the following:

Patch terrazzo at plumbing trenches in corridor

In accordance with the field measurements dated 3/3/21, and specifications prepared by:

Clint Pickman @ DeMarco Brothers

At the above referenced project, for the following:

\$23,726.00

Notes:

- 1.) **Demolition and prep work, as required, is included.**
- 2.) Bond is not included in bid. If bond is required, add 1% to our bid.
- 3.) Sales tax is not included in bid.
- 4.) All work to be done during regular working hours.
- 5.) **No Davis Bacon or Union wages noted in the specs or figured in our quote.**
- 6.) **Bid includes cutting and removing existing terrazzo system where required. Concrete slab to be cut and removed by plumbing contractor.**
- 7.) **Bid includes installation of approximately 2" thick terrazzo system over new concrete by others.**

Respectfully Submitted,

DeMarco Bros. Company



Clint Pickman

Estimator:

CP:bs

****If this proposal is accepted, please sign, date and return via fax or e-mail.****

Accepted by: _____

Date: _____

Depreciation Fund Balance: \$123,233.08 (4/08/2021)

Lower Elementary Sewer (Estimate) \$ 25,000.00

Window Project \$ 63,472.50
(North Side of High School includes Library)

Total of two Projects: \$ 88,472.50

Remaining Depreciation Fund Balance \$ 34,760.58

School Building Fund Balance: \$252,423.32 (4/08/2021 Balance)

Lower Elementary Restroom Project \$221,721.00

Lower Elementary Terrazzo Floor. \$ 23,726.00

Total of two Projects: \$245,447.00

Remaining Special Building Fund Balance \$ 6,976.32



Icon Improvements, LLC
 1707 Cimarron Rd
 McPherson, KS 67460

Estimate

3/26/2021

Name / Address

Estimate #

001422

Franklin Public Schools

Rep

Project

Window Replacement 2021

Description of Work/Product

Rate

Replace existing with 18 casement windows with Desco aluminum frames with Low-E glass and screens
 -Re-use existing metal siding but repair damaged framing underneath
 -Install proper flashing and caulking

63,472.50

This estimate is a "NOT TO EXCEED" price, however there could be some unforeseen damage that may incur additional charges. If there is no damage behind the siding, we will reduce price to reflect accordingly.

Subtotal \$63,472.50

Sales Tax (0.0%) \$0.00

ICC Licensed
 Building Contractor
 Insured

Total \$63,472.50

Estimate void 90 days from date issued

Depreciation Fund Balance: \$123,233.08 (4/08/2021)

Lower Elementary Sewer (Estimate) \$ 25,000.00

Window Project \$ 63,472.50
(North Side of High School includes Library)

Total of two Projects: \$ 88,472.50

Remaining Depreciation Fund Balance \$ 34,760.58

School Building Fund Balance: \$252,423.32 (4/08/2021 Balance)

Lower Elementary Restroom Project \$221,721.00

Lower Elementary Terrazzo Floor. \$ 23,726.00

Total of two Projects: \$245,447.00

Remaining Special Building Fund Balance \$ 6,976.32

ESSER II**\$212,591.00**

Replace Elementary Rooftop Units	\$53,918.00
Replace Elementary Wall Mounted Air Conditioning Units	\$33,181.00
Install Whole School Bipolar Ionization System (Air Filtration)	\$39,259.00
Computer Replacement Project	\$86,233.00
Total	\$212,591.00

Your Single Source Service Provider |



Council Bluffs/Omana | Sioux City | Kearney | Sturgis | Lincoln | Denver

August 27, 2020

QUOTE NUMBER: Q2004201

NATE KLINGINSMITH

Rasmussen Mechanical Services
2120 Avenue N
Kearney, NE 68848

CANDACE CONRADT

FRANKLIN PUBLIC SCHOOLS
1001 M Street
Franklin, Nebraska
68939

*Lower Elementary Individual
Room Wall Mounted Air-Conditioners*

Proposal

Subject: Elementary Ductless Mini-Split Systems Replacement Budget

Candace Conradt,

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

Inclusions:

Elementary Ductless Mini-Splits Systems Replacement Budget

6-Daikin 1.5 Ton Air Conditioners (18 SEER)

6-Daikin 1.5 Ton Indoor High Wall Units with Remote Control

Removal & Disposal of Old Units

Set New Units in Existing Locations

Refrigeration Lines

Condensate Drain Connections

Electrical Connections (Existing Disconnect)

All Materials & Shop Supplies

All Labor

Exclusions:

Excludes Wired Thermostat Controllers.

Clarifications:

This proposal is for budget purposes only.

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work for the net sum of:

Thirty-Three Thousand One Hundred Eighty-One Dollars & 00/100....\$33,181.00

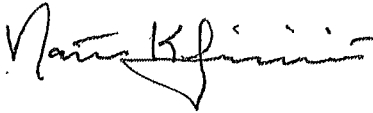
Terms and Conditions

- Note: This Proposal is valid for 30 days from date of submission.
 - Sales Tax is not included in price.
 - Deposit Required with Contract - \$13,273
 - Monthly payment request (progress billings), per progress schedule.
 - Balance is due upon start-up or thirty (30) days after completion of installation or work performed (if start-up is delayed thru no fault of Seller).
 - Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>
 - Note: For your convenience, monthly payment request invoices will be submitted on or before the end of each month and will be submitted on Seller's Standard Payment Request Forms.
-
- Note: This Proposal is valid for 30 days from date of submission.
 - Sales Tax is not included in price.
 - Deposit Required with Contract - \$13,273
 - Monthly payment request (progress billings), less retainage, per progress schedule. Retainage to be 0% of each month billing.
 - Balance (including retainage) is due upon start-up or thirty (30) days after completion of installation or work performed (if start-up is delayed thru no fault of Seller).
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NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Rasmussen Mechanical Services will use its best efforts to staff and supply this project to be meet the scheduled completion date. However, Rasmussen Mechanical Services reserves its right to seek an excusable extension of time if Rasmussen Mechanical Services or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Rasmussen Mechanical Services, we intend to seek additional costs associated with the suspension.

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any question, please contact me.

Respectfully Submitted,



Nate Klinginsmith

Rasmussen Mechanical Services

Phone: 308.234.9023 ex. 512

Mobile: +1 4026762802

Email: nate.klinginsmith@rasmech.com

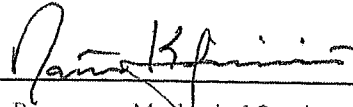
Boiler Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls

Confidentiality Note: This Proposal may contain confidential and/or private information. If you received this Proposal in error please delete and notify sender.

Buyer's Acceptance

Approved by Seller

Authorized Signature for: FRANKLIN
PUBLIC SCHOOLS



Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2004201

8/27/2020

Date of Acceptance

Your Single Source Service Provider |



Council Bluffs / Omaha | Sioux City | Kearney | Sturgis | Lincoln | Denver

August 27, 2020

QUOTE NUMBER: Q2004182

NATE KLINGINSMITH

Rasmussen Mechanical Services
2120 Avenue N
Kearney, NE 68848

CANDACE CONRADT

FRANKLIN PUBLIC SCHOOLS
1001 M Street
Franklin, Nebraska
68939

Lower Elementary HVAC Systems
Roof Units

Proposal

Subject: Elementary HVAC Systems Replacement Budget

Candace Conradt,

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

Inclusions:

Elementary HVAC Systems Replacement Budget

3-York 80,000 BTU Gas Furnaces (96% Efficient)

2-York 120,000 BTU Gas Furnaces (96% Efficient)

2-York 4 Ton 2 Stage Air Conditioners (17 SEER)

2-York 4 Ton Evaporator Coils

Removal & Disposal of Old Equipment

Ductwork Connection Fittings

Gas & Electrical Connections

Condensate Pumps & Drain Connections

All Materials & Shop Supplies

All Labor

Clarifications:

This proposal is for budget purposes only.

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work for the net sum of:

.....
Fifty-Three Thousand Nine Hundred Eighteen Dollars & 00/100...\$53,918.00

Terms and Conditions

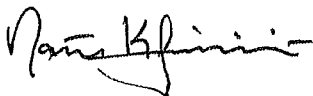
- Note: This Proposal is valid for 30 days from date of submission.
- Sales Tax is not included in price.
- Deposit Required with Contract - \$21,568
- Monthly payment request (progress billings), per progress schedule.
- Balance is due upon start-up or thirty (30) days after completion of installation or work performed (if start-up is delayed thru no fault of Seller).
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- Sales Tax is not included in price.
- Deposit Required with Contract - \$21,568
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- Balance (including retainage) is due upon start-up or thirty (30) days after completion of installation or work performed (if start-up is delayed thru no fault of Seller).
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Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any question, please contact me.

Respectfully Submitted,



Nate Klinginsmith

Rasmussen Mechanical Services

Phone: 308.234.9023 ex. 512

Mobile: +1 4026762802

Email: nate.klinginsmith@rasmech.com

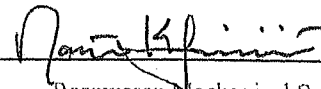
Boiler Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls

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Buyer's Acceptance

Approved by Seller

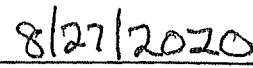
Authorized Signature for: FRANKLIN
PUBLIC SCHOOLS



Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2004182



Date of Acceptance

Your Single Source Service Provider |



Council Bluffs/Omaha | Sioux City | Kearney | Sturgis | Lincoln | Denver

February 9, 2021

QUOTE NUMBER: Q2100715

NATE KLINGINSMITH

Rasmussen Mechanical Services
7200 Gibbon Road
Gibbon, NE 68840

CANDACE CONRADT

FRANKLIN PUBLIC SCHOOLS
1001 M Street
Franklin, Nebraska
68939

whole school

Proposal

Subject: Quote-Needle Point Bipolar Ionization System

Candace Conradt,

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

Inclusions:

Needle Point Bipolar Ionization System

33-Needlepoint Bipolar Ionization Systems (Furnaces & RTU's)

- 4,800 CFM
- Compact, Self Cleaning
- On/Off Switch
- LED Power Indicator Light
- Universal Low Voltage Input of 24-240 VAC

19-Needlepoint Bipolar Ionization Strips (Ductless Split System High Wall Units)

- 18" Fixed Length
- Local LED Power Indication
- Hook & Loop Tape for Easy Installation
- 110v-240v Input Range

1-Modular Needlepoint Bipolar Ionization Air Purification System (Alt Gym RTU)

- GPS I-Mod Bar-78"
- GPS I-Mod 6' Powerhead Cord-Qty 1
- GPS I-Mod Power Supply NEMA-Qty 1

All Materials & Shop Supplies

All Labor

Exclusions:

Excludes GPS System for Gym Air Handlers.

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work for the net sum of:

Thirty-Nine Thousand Two Hundred Fifty-Nine Dollars & 00/100....\$39,259.00

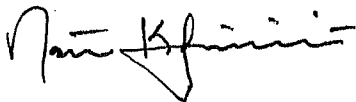
Terms and Conditions

- Note: This Proposal is valid for 30 days from date of submission.
- Sales Tax is not included in price.
- Deposit Required with Contract - \$19,630
- Monthly payment request (progress billings), per progress schedule.
- Balance is due upon start-up or thirty (30) days after completion of installation or work performed (if start-up is delayed thru no fault of Seller).
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>
- Note: For your convenience, monthly payment request invoices will be submitted on or before the end of each month and will be submitted on Seller's Standard Payment Request Forms.

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Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any question, please contact me.

Respectfully Submitted,



Nate Klinginsmith

Rasmussen Mechanical Services

Phone: 308.234.9023 ex. 512

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Email: nate.klinginsmith@rasmech.com

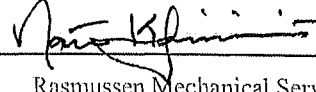
Boller Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls

Confidentiality Note: This Proposal may contain confidential and/or private information. If you received this Proposal in error please delete and notify sender.

Buyer's Acceptance

Approved by Seller

Authorized Signature for: FRANKLIN
PUBLIC SCHOOLS


Rasmussen Mechanical Services

Date of Acceptance

QUOTE NUMBER: Q2100715

2/9/2021
Date of Acceptance

MANDATORY DRUG TESTING POLICY FOR HIGH SCHOOL STUDENTS INVOLVED IN SCHOOL SPONSORED INTERSCHOLASTIC EXTRACURRICULAR ACTIVITIES AND FOR VOLUNTEERS

Section 1: Finding of Need

The Board of Education has assessed student use of illegal drugs at Bridgeport Public Schools and the need for a random drug testing program. In doing so, the Board has considered surveys of drug use among Bridgeport Public School students and evidence of illegal adolescent use on a local, regional, statewide and national level. Studies and research have proven that even small quantities of drugs or alcohol can affect judgment and reflexes which can create unsafe conditions for students, especially those involved in the extracurricular activities. Even when not readily apparent, the effect can have serious results for students engaged in extracurricular activities. Drug-using students participating in extracurricular activities are a threat to co-participants, other students, and themselves, and may make injurious errors. Based upon such information, the Board of Education finds that there is an increase of illegal drug use by the school's students and a need for a random drug testing program among participants in extracurricular activities. For these reasons, the Board of Education adopts this policy requiring that all participants in extracurricular activities at Bridgeport High School must remain drug free, and must participate in the School's random, unannounced drug testing program.

Section 2: Mission Statement

The Board of Education recognizes students' participation in extracurricular activities is one component of Bridgeport Public Schools goal to provide a well-rounded program for its students. To achieve this goal and to maximize the skills and talents of students, it is important that students understand the dangers of drug and alcohol use and refrain from the use of illegal drugs. This policy statement clarifies the school's position on student drug and alcohol use. Participation in extracurricular activities is a privilege which can be taken away for failure to comply with this policy. The purposes of this policy are as follows:

- A. To provide for the health and safety of all students;
- B. To undermine the effects of negative peer pressure by providing legitimate reasons for students to refuse use of illegal drugs and/or alcohol;
- C. To identify students who use illegal drugs and/or alcohol; and
- D. To encourage students who use illegal drugs and/or alcohol to participate in appropriate treatment programs.

Section 3: Definitions and Positions

The following definitions and explanations of positions shall apply to this policy.

Drugs: Any substance considered illegal by Nebraska Statute, i.e., Uniform Controlled Substances Act, Section 28-401 et seq., or which is controlled by the Food and Drug Administration unless prescribed to the Participant by any licensed medical practitioner authorized to prescribe controlled substances. For purposes of this policy, drugs shall include the illegal use of alcohol.

Drug Program Administrator: The Board of Education shall select a nationally certified Drug Program Administrator (DPA) for the purpose of determining, through random selection, the Participants to be tested under this policy. Each Participant in extracurricular activities shall be identified by an alpha numeric coding system and become part of the pool from which Participants are selected for random drug testing. The DPA, by use of a certified laboratory, shall also gather, test, and process samples that test non-negative and positive, report positive test results to the Medical Review Officer and Drug Program Coordinator, and maintain privacy with respect to test results and related matters, all in accordance with this policy and administrative guidelines approved by the Board of Education.

Drug Program Coordinator: The Board of Education shall select a Drug Program Coordinator (DPC) who shall coordinate the implementation and administration of this Policy. The DPC's duties shall be as set forth in this Policy and shall include the following:

To establish a designee(s) and necessary assistants to perform the duties of the DPC in his/her absence.

To maintain the list of Participants who comprise the testing pool;

To receive, review and maintain consent forms.

To verify Participants' eligibility for extracurricular activities.

To determine which drugs shall be screened.

To assist in the development of administrative guidelines governing the gathering and testing of samples.

To receive, record and report positive test results from the DPA; and,

To enforce the consequences of positive test results.

Extracurricular Activities: Any school sponsored, interscholastic extracurricular activity or club sponsored by Bridgeport High School, which shall include, but not necessarily be limited to the following:

Basketball	Track	Student Council
Cheerleading	Quiz Bowl	Golf
Cross Country	Speech/Debate	Football
B-Club	One Act Plays	Art Club
Volleyball	National Honor Society	FFA
Wrestling	Musical/Play	Bowling

For purposes of this Policy, extracurricular activities shall not include activities that are not school sponsored or interscholastic in nature. Band and yearbook staff are not

included under this policy as students receive a grade for these activities.

Medical Review Officer: The Medical Review Officer (MRO) shall review all positive test results and determine whether the use of a drug identified by a positive test result is from illegal use or legitimate use. The MRO shall contact the Participant's parent or legal guardian for relevant information in making this determination. The MRO shall report positive test results, and/or warranted health and safety issues to the Participant, the Participant's parent or legal guardian, and to the DPC. The MRO shall be certified by an MRO accreditation body.

Negative Test Result: A test result that does not show the presence of drugs or alcohol.

Non-Negative Test Result: The result of a test, performed by the specimen collector at a collection site on a sample collected pursuant to this policy, that indicates the presence of drugs or alcohol.

Positive Test Result: The result of a test, performed by the DPA at a certified laboratory on a split sample collected pursuant to this policy, that confirms a non-negative test result.

Participant(s): Any student who participates in any school sponsored, interscholastic extracurricular activity, and any student who volunteers to participate in the random drug testing program. All Participants shall become part of the random drug testing pool by signing the attached Consent (Form 1) and returning it to the DPC. Participant(s) include student support staff for extracurricular activities such as student managers, student trainers and other students who assist with the activity.

Specimen Collector: An independent contractor who is hired by the Board of Education and/or the DPA to collect urine and/or saliva samples at a collection site, perform a preliminary test of such samples, destroy samples that test negative, and ship samples that test non-negative to the lab for confirmation testing as set forth in this policy.

Volunteer: Any student who is not participating in an extracurricular activity, but who voluntarily decides to participate in the random drug testing program by signing and returning the Consent (Form 1) to the DPC. A Volunteer is considered to be a Participant under this policy.

Section 4: Prohibited Acts

The following acts are prohibited by this policy.

A. Drug Use/ Possession. All Participants are prohibited from using, possessing, distributing, manufacturing, or having drugs, illegal controlled substances, improperly used medications, or any mind/mood altering or intoxicating substances present in their system.

B. Alcohol Use / Possession. All Participants are prohibited from possessing or using alcohol.

C. After School Hours Conduct. All Participants are prohibited from using drugs, alcohol, or any other prohibited substances before and after school hours. This policy prohibits all illegal drug use, during and away from extracurricular activities.

Section 5: Authorization to Conduct Random Drug Testing, Procedures & Protocols

The Board of Education for Bridgeport Public Schools hereby authorizes random, unannounced drug testing of all Participants. The Board shall approve and adopt Administrative Guidelines, in conformity with this policy and the following provisions, that govern procedures for the gathering and testing of samples, and the verification and reporting of results.

A. Scope of Tests. The drug tests shall screen for one or more illegal drugs including alcohol, as determined by the DPC, but in no event shall that determination be made after selection of Participants for testing. Samples shall not be screened for the presence of any substances other than illegal drugs or for the existence of any physical condition other than drug use.

Substances that Participants may be randomly tested for are: alcohol, amphetamines, cannabinoids, cocaine, opiates, synthetic opiates and PCP, and other substances, such as but not limited to, steroids, barbiturates, and benzodiazepines, without advance notice, as part of tests authorized by the Board for safety purposes. Collection of samples and the testing shall be coordinated by and between the DPA and the DPC.

B. Consent. Students who wish to participate in extracurricular activities, and the student's custodial parent or legal guardian shall consent in writing to participate in Bridgeport High Schools random drug testing program. The Consent shall be on Form 1 attached to this policy. No student shall be allowed to participate in any extracurricular activity until Form 1 has been signed and returned to the DPC.

C. Random Drug Testing Pool. Each Participant shall be included in the random drug testing pool. A Participant shall remain in the pool for an entire year (365 days) from the date the Consent is returned to the DPC. A Participant may be subject to testing at any time during the 365 day period. The list of Participants in the random drug testing pool shall be kept current by the DPC and furnished to the DPA upon the receipt of signed Consents, and as Participants are allowed to leave the program and pool.

D. Withdrawal From Random Testing Pool. A Participant who wishes to withdraw from the random drug testing pool shall do so by submitting a written withdrawal (Form 2) to the DPC, signed by the Participant and the Participant's parent or legal guardian. Withdrawing from the pool must occur prior to being selected for testing in order to avoid being tested. Before any such student may return to participation in any

extracurricular activities, he or she must be reinstated to the testing pool by submitting a signed Consent (Form 1) and providing, at the student's cost, a negative drug test result to the DPC.

E. Selection Process. The DPA shall develop and implement a random process to select Participants for testing. In order to make the process most effective, the DPC shall have the discretion to vary the frequency of testing and the number of Participants to be selected. If a Participant is absent on the day he or she is selected for testing, an alternate Participant shall be selected, in sequential order, from an alternate list provided by the DPA. The absent Participant shall submit a sample for testing on the next testing day.

F. Samples. The Specimen Collector is authorized and directed to collect urine and/or saliva samples from Participants who have been selected pursuant to the random process. Samples shall be collected, as directed by the DPA, on the same day the Participant is randomly selected.

G. Collection Sites. The DPC and DPA shall designate collection site(s) at Bridgeport High School where Participants shall provide samples for drug testing. Participants who have been selected for random drug testing shall report to the designated collection site.

H. Collection and Testing Procedures. The DPA shall develop and maintain written procedures, to be approved and adopted by the Board of Education, for collecting, shipping, testing, preserving and accessing all samples. The Board of Education and/or the DPA shall contract with a Specimen Collector to collect and conduct preliminary tests on samples, and it shall ensure that the Specimen Collector is certified and follows the procedures approved by the Board and/or the DPA.

1. Collection. The Certified Specimen Collectors shall utilize a standard Custody and Control Form, and a tamper-proof sealing system, identifying numbers, labels, and sealed shipping containers shall be used for sample transportation. Collection sites shall maintain instructions and training emphasizing the responsibility of the Specimen Collector is to protect the integrity of the samples and maintain a proper collection procedure. All Participants providing urine samples shall do so alone, in an individual bathroom or stall with the door closed, under the supervision of a same sex monitor.

2. Testing. At the testing site, the Specimen Collector shall perform a preliminary test to determine the presence of drugs or alcohol. Once the collector begins to perform the test, the participant is required to complete the testing procedure as prescribed by the DPA policy. The testing process begins when a participant enters the designated drug testing area and the collector begins completing the necessary form(s). If the preliminary test produces a negative test result, the sample shall be destroyed. If the preliminary test produces a non-negative test result, then the

Specimen Collector shall split and deliver the samples to the laboratory for further testing. At the laboratory, one of the split samples shall be tested. If the laboratory test produces a negative test result, then both split samples shall be destroyed. If the laboratory test produces a positive test result, the DPA shall submit, by a secure method, all positive test results to the MRO. The MRO shall review and verify all positive results. Prior to making a final decision, the MRO shall notify the Participant and his or her parent or legal guardian of the positive test results and afford them an opportunity to discuss the results, either face-to-face or by telephone. If the MRO makes a final determination that a test result is positive, the MRO shall promptly inform the DPC which Participant(s) tested positive.

I. Request for Retest. If the MRO finally determines that a Participant's sample has produced a positive test result, the Participant may request in writing that one of the split samples be retested at a second, nationally certified laboratory, selected from a list of qualified laboratories provided by the MRO. Participants are required to pay the cost of the additional test in advance. However, the cost shall be reimbursed if the result of the split sample test is negative. The written request for a retest must be submitted by the Participant to the DPC on Form 3 within 72 hours of the Participant being notified of the final positive test result.

Section 6: Consequences of Positive Results

Whenever a Participant's test is positive for the presence of illegal drugs, the DPC shall meet with the Participant and the custodial parent or legal guardian and notify them of the positive test result and impose the following consequences, which do not start over each year, but shall run consecutively throughout a Participant's high school career.

A. First Positive Test During High School Career

- The Participant shall miss five (5) days of practice from all extracurricular activities. The Participant shall also be suspended from publicly performing in all extracurricular activities for 28 calendar days. However, the suspension may be reduced by half, if within the initial 14 calendar days, the Participant successfully completes four (4) counseling sessions with a drug counselor approved in advance by the DPC. If all extracurricular activities end before the suspension is served, the suspension will carry over to the next extracurricular activity so the Participant completes the required number of days.

B. Second Positive Test During High School Career

The Participant shall be suspended from all practices and all extracurricular activities for 28 calendar days. If all extracurricular activities end before the suspension is served, the remaining suspension shall carry over to the next extracurricular activity so that the Participant completes the required number of days.

Four (4) sessions of DPC approved drug counseling must be successfully completed

before the Participant may petition the DPA and DPC to resume participation in extracurricular activities. These four (4) sessions shall be in addition to any counseling sessions the Participant has completed for a First Positive Test.

C. Third Positive Test During High School Career

The Participant shall be suspended from all practices and all extracurricular activities for 56 calendar days. If all extracurricular activities end before the suspension is served, the remaining suspension will carry over to the next extracurricular activity so the Participant completes the required number of days. If a first or second offense penalty has not been completed, the penalties must be served consecutively.

Eight (8) additional sessions of DPC approved drug counseling must be successfully completed before the Participant may petition the DPA and DPC to resume participation in extracurricular activities.

D. Fourth Positive Test During High School Career

The Participant shall be permanently suspended from all practices and all extracurricular activities. The Participant may petition the DPC for reinstatement after 56 calendar days and the successful completion of an off-site rehabilitation program of no less than 28 days to be pre-approved by the DPC.

E. Fifth Positive Test During High School Career

The Participant shall be permanently suspended from extracurricular activities and may not be reinstated to the random drug testing program or pool.

F. Additional Terms and Conditions of Suspensions.

The following terms and conditions shall apply to and govern all suspensions imposed by the DPC, regardless of whether the suspensions are for a First, Second, Third, or Fourth Positive Test.

1. After the DPC-Participant-Parent meeting, follow up drug testing, a minimum of once a month, shall begin and continue for the next 12 months or until the Participant's graduation from high school, whichever event occurs first. The DPC shall contact the Participant during the summer to establish a location and time for sample collection. Testing during the summer will provide another reason for a Participant to refrain from the illegal use of drugs.
2. If counseling is required, written proof of successful completion of the counseling sessions with a certified/licensed counselor is required. Adherence to follow-up drug assistance programs recommended by the counselor is strongly encouraged.
3. A negative drug test must be provided to the DPC before a suspended Participant may return to participation in extracurricular activities.
4. The cost of the additional testing, counseling sessions and rehabilitation

programs imposed by Article VI of this policy shall be the responsibility of the Participant.

5. If a student is randomly selected and tests non-negative while awaiting the results of a previous non-negative test, the consequences may be adjusted if the administration deems it appropriate for the well-being of the student.

G. Refusal to Submit to Drug Use Test.

A Participant who refuses to submit to a drug test authorized under this policy, or fails or refuses to comply with any other provision of this policy, shall not be eligible to participate in any extracurricular activities including all meetings, practices, performances and competitions for a period of 365 days. A Participant shall be given written notice, immediately, of the consequences of the refusal and an opportunity to retract the refusal. Within fifteen (15) minutes of being advised of the consequences, a Participant must retract the refusal in writing and immediately submit to the random drug test, or the refusal will become final. During the fifteen (15) minute period, the Participant shall attempt to contact a parent or legal guardian to discuss the consequences of refusal. Written notice of the consequences of refusal and the Participant's written retraction shall be recorded on Form 4 by the Specimen Collector. The DPC shall follow up by making contact with the participant's parent or legal guardian to ensure that they are informed of the refusal to test by the participant.

H. Appeal.

A Participant who has been determined by the DPC to be in violation of this policy shall have the right to appeal the decision to the Superintendent or his/her designee(s). Such request for a review must be submitted to the Superintendent in writing within five (5) calendar days of notice of the positive test. A Participant requesting a review shall remain eligible to participate in any extracurricular activities until the review is completed. The Superintendent or his/her designee(s) shall then determine whether the original finding was justified. No further review of the Superintendent's decision shall be provided, and his/her decision shall be conclusive in all respects. Any necessary interpretation or application of this policy shall be in the sole and exclusive judgment and discretion of the Superintendent which shall be final and non-appealable

Section 7: Non-Punitive Nature of Random Drug Testing

No Participant shall be penalized academically for testing positive for drugs. The results of drug tests pursuant to this policy shall not be documented in any Participant's academic records. Information regarding the results of drug tests shall not be disclosed to criminal or juvenile authorities absent legal compulsion by valid and binding subpoena or other legal process, which the school district shall not solicit. In the event of service of any such subpoena or legal process, the Participant and the Participant's custodial parent or legal guardian shall be notified as soon as possible by the District.

All records pertaining to Bridgeport Public School random drug testing program shall be kept separate from other school and student records. The record keeping and results of all testing and consequences of positive tests shall be held in the strictest confidence. These records shall be accessible only to the DPC. Records pertaining to a particular Participant shall be destroyed upon his or her graduation from Bridgeport High School, or one year after his or her class graduation, whichever event occurs first.

Section 8: Other Board Policies Governing Drug Testing

Under a separate School Board Policy, any student at Bridgeport High School may be required, at any time, to submit to a test for illegal or performance-enhancing drugs, or the metabolites thereof when an administrator, teacher, coach, or sponsor has reasonable suspicion of illegal or performance-enhancing drug use by that particular student. Tests that are conducted based upon a reasonable suspicion of illegal drug use are not governed by the Bridgeport Public Schools random drug testing policy, and the penalties are different from the consequences imposed under this policy.

Section 9: Severability

Should any sentence, clause, provision, or paragraph of this entire policy be deemed unlawful or unconstitutional, it is intended that, insofar as may be practicable, the remaining portions of this policy shall remain in full force and effect.

Adopted: July ?, 2020

Bridgeport Public Schools
Bridgeport, Nebraska

BRIDGEPORT PUBLIC SCHOOLS RANDOM DRUG TESTING POLICY

CONSENT

We Have Been Informed That:

A random drug testing program has been adopted for all students participating in school sponsored, interscholastic extracurricular activities;

Students must sign and return this Consent Form before they can participate in school sponsored, interscholastic extracurricular activities; and

Participants who test positive for illegal drugs will suffer the consequences outlined in the Random Drug Testing Policy and the Student Handbook which should be reviewed if there are questions about the random drug testing program.

BRIDGEPORT PUBLIC SCHOOLS RANDOM DRUG TESTING PROGRAM

FORM 2 -- WITHDRAWAL

The undersigned student withdraws from participation in all school sponsored interscholastic extracurricular activities and from the random drug testing program and pool.

The undersigned student and parent or legal guardian understand that a student who signs and delivers this Withdrawal to the Drug Program Coordinator cannot participate in any school sponsored, interscholastic extracurricular activities unless the student re-enters the program by submitting a signed Consent (Form 1) and providing, at the student's cost, a negative test result to the Drug Program Coordinator.

Student Date

Parent or Guardian Date

Drug Program Coordinator Date

BRIDGEPORT PUBLIC SCHOOLS RANDOM DRUG TESTING POLICY

FORM 3 -- REQUEST FOR RETEST

The undersigned Participant acknowledges that on _____, 20__, at _____ o'clock ____m., he/she was notified by _____ that his/her sample produced a positive test result and that he/she has 72 hours to request a retest, by a certified laboratory, of one of the split samples collected by the Specimen Collector.

The undersigned Participant hereby requests that a retest be conducted by the _____ laboratory, and a deposit of \$____ is hereby delivered to _____, the DPC, along with this form.

Participant

Date:Time

BRIDGEPORT PUBLIC SCHOOLS RANDOM DRUG TESTING POLICY

FORM 4 -- Notification of Consequences for Refusal

On _____, 20____, at _____ o'clock __.m., the undersigned Specimen Collector met with _____, Participant, at a collection site at Bridgeport High School for purposes of collecting a _____ sample to test for the presence of drugs. The Participant refused to submit a sample. At _____ o'clock __.m., I delivered a copy of this form to the Participant and read aloud the following consequences for refusing to submit a sample for drug testing:

A Participant who refuses to submit to a drug test authorized under this policy, or fails or refuses to comply with any other provision of this policy, shall not be eligible to participate in any extracurricular activities including all meetings, practices, performances and competitions for a period of 365 days. A Participant shall be given written notice, immediately, of the consequences of the refusal and an opportunity to retract the refusal. Within fifteen (15) minutes of being advised of the consequences, a Participant must retract the refusal in writing and immediately submit to the random drug test, or the refusal will become final. During the fifteen (15) minute period, the Participant shall attempt to contact a parent or legal guardian to discuss the consequences of refusal. Written notice of the consequences of refusal and the Participant's written retraction shall be recorded on Form 4 by the Specimen Collector. The DPC shall follow up by making contact with the participant's parent or legal guardian to ensure that they are informed of the refusal to test by the participant.

The Specimen Collector also informed the Participant that he/she has 15 minutes to retract the refusal, and encouraged the Participant to attempt to contact his/her parent or legal guardian, to discuss the matter.

Participant _____ Date:Time _____

Specimen Collector _____ Date:Time _____

The Participant did not retract his/her refusal by _____ o'clock __.m.

Specimen Collector _____ Date:Time _____

The Participant retracted his/her Refusal within 15 minutes and submitted a sample to the Specimen Collector for drug testing.

Participant _____ Date:Time _____

Specimen Collector _____ Date:Time _____

POLICY 9023

Extracurricular Drug Testing Program

The school district supports and values student participation in extracurricular activities, but such participation in school district extracurricular activities is a privilege and not a right. Students in all extracurricular activities in grades 9-12 shall be subject to mandatory and random testing for the presence of alcohol or illegal drugs.

1. Purpose of Random Drug Testing

- a.** The school district has recognized that observed and suspected drug and alcohol use and abuse has increased among the student population, including students participating in extracurricular activities.
 - b.** The school district seeks to provide safe, drug-free schools.
 - c.** The school district seeks to deter the use of illegal and prohibited drugs and alcohol among students.
 - d.** The school district recognizes that students who use illegal and prohibited drugs pose a threat to the health and safety of themselves, other students, teachers, administrators, and other persons.
 - e.** The school district finds that the drug and alcohol problem among the student body will be effectively addressed by making sure that the large number of students participating in extracurricular activities do not use drugs and alcohol.
- 2. Notice.** Each student who participates or seeks to participate in extracurricular activities shall be given a copy of this policy either in written form or included in the student and activities handbook. The policy and all forms will be posted on the district's website.
- 3. Drug Testing Coordinator.** The Drug Testing Coordinator shall be the Elementary Principal or his or her designee unless otherwise indicated.
- 4. Extracurricular Activities.** This policy applies to any activity that meets the guidelines of an extracurricular activity at the school district, which includes but is not necessarily limited to the following:

Basketball	Cheerleading	Cross-country
Dance/Drill Team	FFA	Flag Team
Football	Golf	Mock Trial
Musicals	One Act Play	Jazz Band
Quiz Bowl	Show Choir	Speech/Debate
Swing Choir	Track	Volleyball
Wrestling		

5. Students Who Are Required to Submit to Drug Testing

- a. **Grades.** All students in grades 9-12 who participate in any extracurricular activity or competition are part of the pool subject to random drug testing.
- b. **Consent.** A student and his or her parent(s)/guardian(s) must sign a consent form before the student shall be eligible to try out for, practice with, or participate in the extracurricular activity. The consent form is attached to this policy.
- c. **Selection Pool Eligibility.** Students shall remain in the selection pool for an entire calendar year (365 days) from the date the consent form is received by the school district except that students who quit during the season or activity (prior to being selected for testing) or students who are cut from an activity will be removed from the testing pool. Only students who are participating in active extracurricular activities at the time of random testing will be in the random drug testing pool.
- d. **Withdrawal.** Students who have a consent form on file remain eligible for drug tests from the date the consent form is received by the school district and throughout the remainder of the school year or until the student files a Withdrawal of Student from Activity form signed by the student and his or her parent(s)/guardian(s). Upon withdrawal, the student shall not be eligible to participate in any activity that is subject to drug testing for the remainder of the school year. A student who files a Withdrawal of Student from Activity form after selected for a random drug test but before submitting to the test or after testing positive shall be ineligible to participate in any extracurricular activities for one calendar year from the date the Withdrawal of Student from Activity form is received by the Drug Testing Coordinator.

- 6. Drugs.** Students participating in extracurricular activities are prohibited from using, possessing, distributing, manufacturing, or having drugs present in their system. "Drugs" means:
- a. Any substance considered illegal by the Uniform Controlled Substances Act, Neb. Rev. Stat. § 28-401 *et seq.*
 - b. Any substance, which is controlled by the Food and Drug Administration unless prescribed to the student by any licensed medical practitioner authorized to prescribe controlled substances or other prescription drugs;
 - c. Alcohol for any student under the age of 21. Alcohol shall have the meaning as provided in NEB. REV. STAT. § 48-1902(1).

7. Testing Procedures

- a. **Student Selection.** All students who participate in extracurricular activities and submit a consent form will be included in a master list and will be subject to random drug screening. The master list shall be submitted to the company employed by the district to conduct the testing.
- b. **Parental Request.** Students who do not participate in extracurricular activities may be added to the random drug screening master list upon parental/guardian request and filling out the forms. If a parent requests that they have their student drug tested, the parent/guardian, not the district, will pay the cost of that test.
- c. **Type of Test.** The school district reserves the right to utilize breath or a 12-panel urinalysis testing procedures. Urine samples, which screen positive, will be confirmed by either a Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS) confirmatory test. Positive breath alcohol tests will be confirmed by EBT (Evidential Breath Tester).
- d. **Collection Site.** The Drug Testing Coordinator will designate the boy's and girl's varsity locker rooms as the collection sites at which the student will provide specimens.
- e. **Collection Procedures.** The school board will select a Drug Program Administrator (DPA). The DPA shall randomly select the students subject to drug testing from the master list of the

active students participating in extracurricular activities at the time of the test. The DPA will maintain and follow generally accepted industry standards for collecting, maintaining, shipping, and accessing all specimens. The DPA will seek to obtain the sample in a manner designed to insure accurate testing protocols while minimizing intrusion into a student's privacy. The DPA and the school district will provide a copy of the collection procedures upon request. Collection of specimens will occur at or near the end of the school day.

- f. **Drugs.** Students may be randomly tested for any drugs, including but not limited to Alcohol, amphetamines, barbiturates, benzodiazepines, cocaine, metabolites, LSD, marijuana, metabolites, methadone, methaqualone, opiates, phencyclidine, propoxyphene, and ecstasy.
- g. **Results.** The Drug Program Administrator or their representative shall notify the student's parent/guardian of any positive test after the initial screening. The DPA will use a secure method to transmit all positive test results to the DPA's Medical Review Officer (MRO). An MRO accreditation body will certify the MRO. The MRO will be responsible for reviewing test results and determining whether the use of a substance identified by the sample analysis is from illicit use or a legitimate medical use. Prior to making a final decision, the MRO or his or her assistant shall contact the student and his or parent(s)/guardian(s) to discuss the result over the telephone. If the MRO determines the test results are negative, no further action shall be taken against the student. The MRO will only report results of verified positives to the DPA. The DPA shall then notify the Drug Testing Coordinator of the positive test result. The Drug Testing Coordinator shall notify the student and his or her parent(s)/guardian(s) and any staff members responsible for implementing the consequences of this policy.
- h. **Request for a Retest.** A split specimen will be collected for all testing methods, with the exception of alcohol testing. A positive alcohol test will can be confirmed with an EBT device. A student's parent(s)/guardian(s) may request that the split specimen be tested at a second nationally certified laboratory from a list provided by the MRO. The request for the test must be submitted in writing to the MRO (with a copy sent to the Drug Testing Coordinator) within 72 hours of being notified of the final testing result. The student and his or her parent(s)/guardian(s)

must pay the associated costs for an additional test in advance. The costs will be reimbursed if the result of the split sample test is negative. The student will remain subject to the consequences of this policy during the retesting procedure.

8. **Negative Tests.** Students and their parents will receive verbal or written notice when the student's test result is negative by the district's Drug Testing Coordinator.
9. **Consequences for Testing Positive.** Whenever the test results indicate the presence of drugs, Drug Testing Coordinator shall schedule and hold a confidential meeting with the student, parent/guardian, and sponsor/coach. Other members of the school's administration may also attend the meeting. At the meeting, the Drug Testing Coordinator shall explain the drug testing procedures and the policy of the district. The consequences shall be as follows (**All offenses are cumulative in grades 9-12**):
 - a. **First Offense**
 - i. The student shall be required to attend practices but not participate.
 - ii. The student will be ineligible to publicly perform in any extracurricular activity for 14 calendar days. The day of the positive test result are received by the district shall be the first day for counting purposes. If the end of the activity precedes the end of the 14 days, the remaining days will carry over to the next activity so the student completes the required number of days.
 - iii. The student shall obtain a drug and alcohol assessment and counseling from a certified substance abuse counselor or licensed mental health provider who holds a valid license that includes in its scope of practice the ability to administer substance abuse evaluations and/or treatment. The drug and alcohol assessment and counseling will be provided to the student by the district. This will be arranged and approved by the Guidance Counselor and the student's parents or guardians. The student shall provide written proof of obtaining the assessment to the guidance counselor. The student is strongly encouraged to comply with the assessment and counselor's recommendations.
 - iv. The student will be subject to follow-up drug tests at least

one time per month for the next 6 months when school is in session or end upon graduation.

b. Second Offense

- i. The student shall be required to attend practice but not participate.
- ii. The student will be ineligible to publicly perform in any extracurricular activity for 30 calendar days. The day of the positive test result is received by the district shall be the first day for counting purposes. If the end of the activity precedes the end of the 30 days, the remaining days will carry over to the next activity so the student completes the required number of days.
- iii. The student shall attend additional drug and alcohol counseling or educational program provided by the district. The counseling will be arranged by the Guidance Counselor in conjunction with the student's parents or guardians.
- iv. The student must submit to a district-administered test and test negative before returning to the activity. The student will be subject to follow-up drug tests at least one time per month for the next 9 months when school is in session or end upon graduation.

c. Third Offense

- i. The student will be ineligible to practice or publicly perform in any extracurricular activity for one year from the date of the third positive test or end upon graduation. The day of the positive test result is received by the district shall be the first day for counting purposes.
- ii. The student must submit to a district-administered test and test negative before returning to the activity. The student will be subject to follow-up drug tests at least one time per month for the next 12 months when school is in session or end upon graduation.

d. Fourth Offense

- i. The student will be ineligible to participate in any

extracurricular activity for the remainder of the student's time at the school district.

10. Refusal to Test

A student who refuses to submit to a drug test authorized under this policy, or fails or refuses to comply with any other provision of this policy, shall not be eligible to participate in any activities covered under this policy including all meetings, practices, performances and competitions for one calendar year.

11. Tampering

Tampering is the use of any agent or technique, which is designed to avoid detection of a drug and/or compromise the integrity of a drug test and is prohibited. This includes providing false urine samples (for example, urine substitution), contaminating the urine sample with chemicals or chemical products, the use of diuretics to dilute urine samples, and the use of masking. If the Drug Program Administrator, the MRO, or the onsite-collecting agent determines that a student tampered with a drug test, they will contact the Drug Testing Coordinator and the student shall not be eligible to participate in any activities covered under this policy including all meetings, practices, performances and competitions for one calendar year.

The use of any such agent or technique shall be treated as a positive test for drugs prohibited by this Policy and shall be subject to the penalties set forth in Section 9 of this Policy.

12. Maintenance of Records

All results of drug testing shall be confidential. Procedures for maintaining confidentiality will be developed by the school district and the testing organization. The Drug Testing Coordinator shall maintain records of positive tests in a secure location. This information will not be available to anyone other than appropriate school personnel and parents. This information will be destroyed upon the student's graduation or one year after the student's class graduates. Under no circumstances will this information become a part of the student's permanent file, nor will it be sent to another school when the student moves to another district or transfers to another school. The school district will not share drug-testing results with any law enforcement

agencies.

13. Appeal

A student participating in extracurricular activities who has been determined by school district officials to be in violation of this policy shall have the right to appeal the decision to the Superintendent or his/her designee(s). The request for a review must be submitted to the Superintendent in writing within five (5) calendar days of notice of the positive test. A student requesting a review will remain eligible to participate in any extracurricular activities until the review is completed. The Superintendent or his/her designee(s), in consultation with the Drug Program Administrator and the Medical Review Officer, shall then determine whether the original finding was justified. No further review of the Superintendent's decision will be provided, and his/her decision shall be final in all respects. Any necessary interpretation or application of this policy shall be in the sole and exclusive judgment and discretion of the Superintendent, which shall be final and non-appealable to the School Board.

14. Severability

If any portion of this policy is deemed to be contrary to the law of the state of Nebraska or the United States by judicial decision or an act of Congress, then only such portion or provision directly deemed to be unconstitutional shall be stricken, and the remainder of the policy shall remain in full force.

Adopted on: 8/12/19
Revised on: 9/16/19
Reviewed on: 7/15/19

Confidentiality Protocols for Drug Testing

- Drug testing information is treated as all other health/medical information
- At the testing site a student ID number is utilized instead of the students name
- The Drug Program Administrator (DPA) will notify the students parent/guardian of any positive test results after the initial screening
- The DPA will use a secure method to transfer all positive results to the Medical Review Officer (MRO)
- The MRO will review the test results and verify any prescription medications with parents if detected in the sample
- If the MRO determines test results are negative no further action will be taken
- The MRO will report verified positive results to the DPA
- The DPA will then notify the student and parents of the positive test results
- The DPA will then notify Drug Testing Coordinator (DTC) via email
- The DTC will schedule a confidential meeting with the student and their parent/guardian and activity sponsor/coach
- The meeting will be scheduled outside of normal school hours to maintain confidentiality unless parents request otherwise
- The following confidentiality statement will be read at the beginning of the meeting:
 - The information shared in this meeting is considered confidential and may not be shared with anyone not in attendance including but not limited to staff, students and law enforcement.
- Results will be kept in a locked file in the DTC's office
 - The information will not be available to anyone other than the appropriate school personnel and student's parents
 - The information will be destroyed upon the student's graduation or one year after the student's class graduates
 - Under no circumstances is the information part of the student's permanent file, nor will it be sent to another district if the student transfers to another school

SHELTON PUBLIC SCHOOL
CONSENT TO PERFORM RANDOM DRUG TESTING
2020-2021

Student Name _____ Grade _____

As a student and parent:

- < We understand and agree that participation in extracurricular activities is a privilege that may be withdrawn for violations of the Extracurricular Drug Testing Policy.
- < We have read the Extracurricular Drug Testing Policy and understand the responsibilities and consequences as an activity participant if the student violates the policy.
- < We understand that when students participate in any extracurricular activity, they will be subjected to random drug testing, and if they refuse, will not be allowed to practice or participate in any extracurricular activity. We have read this consent statement and agree to its terms.
- < We understand this is binding while a student is enrolled in the Shelton School District.

CONSENT TO PERFORM DRUG TESTING

We hereby consent to allow the student named on this form to undergo drug testing for the presence of drugs and alcohol in accordance with the Extracurricular Drug Testing Program adopted by the Board of Education. We understand that any samples will be sent only to a qualified laboratory for actual testing. We hereby give our consent to the medical vendor selected by the school board, their Medical Review Office (MRO), laboratory, doctors, employees, or agents, together with any clinic, hospital, or laboratory designated by the selected medical vendor to perform testing for the detection of drugs and to release the results of those tests as provided in the policy. We understand these results will be forwarded to school district officials and will also be made available to us. We agree to sign any necessary releases if requested to do so for the purpose of the school district sharing information between the: medical vendor, MRO, laboratory, doctors, employees, or agents, together with any clinic, hospital, or laboratory designated by the selected medical vendor.

We understand that consent pursuant to this Consent to Perform Random Drug Testing will be effective for all extracurricular activities in which this student might participate during the current school year.

We hereby release the Shelton Public School Board of Education and its employees from any legal responsibility or liability for the release of such information and records pursuant to this release between the school district, medical vendor and any of the individuals or entities listed above, as specifically authorized by the school's drug testing policy; or as otherwise authorized or required by law. Student Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

SHELTON PUBLIC SCHOOL
WITHDRAWAL OF STUDENT FROM ACTIVITY
2020-2021 SCHOOL YEAR

I understand that by signing this form I am rescinding my permission for random drug screening and no longer wish to participate in any extracurricular activity. I further understand that I am forfeiting my privilege to participate in athletics and/or extracurricular activities for the remainder of this school year.

At any time of the school year a student can go out for extracurricular activities if the student and their parent/guardian resend this withdrawal form and freely sign a consent form to participate in extracurricular activities and participate in the random drug testing program.

I hereby rescind my consent to the administration of the drug screening and forfeit all participation in extracurricular activities for the remainder of the school year at the school district.

Student's Printed Name: _____

Signature: _____

Date: _____

Parent/Guardian's Printed Name: _____

Signature: _____

Date: _____

IV. DUE PROCESS

In the cases of disciplinary action or suspension, the activity person is guaranteed due process of law and right of appeal. This due process is outlined in the board policy and the school handbook.

Southern Valley Activities



Handbook

2020-2021

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Introduction

Student participation in extracurricular activities has been linked to improved attendance, higher academic achievement, and greater student self-confidence and self-esteem. Southern Valley Public Schools provides students with the opportunity to participate in a comprehensive activities program that includes athletics, fine arts, and select clubs or organizations associated with academic areas.

Although the school district believes strongly in the value of student activities, participation in the activities program is a privilege, not a right. Students must obey the rules set out in this handbook and any additional rules created by their coach or activity sponsor. The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration is responsible for interpreting the rules contained in the handbook. If a situation or circumstance arises that is not specifically covered in this handbook, the administration will make a decision based upon all applicable school district policies, and state and federal statutes and regulations.

Please read this handbook carefully. Students and their parents are responsible for complying with all of the rules and procedures detailed in this booklet.

Parents must sign the acknowledgement and permission to participate form at the end of this handbook before their student will be permitted to participate in the activity programs of the district.

The provisions in this handbook are subject to change at the sole discretion of the Board of Education. From time to time, you may receive updated information concerning changes in the handbook. These updates should be kept within the handbook so that it is up to date. If you have any questions regarding this handbook, please contact the Activities Director or Superintendent for assistance.

NONDISCRIMINATION IN EDUCATION PROGRAMS AND ACTIVITIES

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to all designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Brandon Marquez
Title: Activities Director
Address: 43739 HWY 89 Oxford, NE 68967
Telephone: 308-868-2222
E-mail: brandon.marquez@sveagles.org

For further information on notice of nondiscrimination, visit <https://www2.ed.gov/about/offices/list/ocr/docs/nondisc.html> for the address and phone number of the office that serves your area or call 1-800-421-3481.

SECTION ONE:

GENERAL INFORMATION ABOUT THE ACTIVITIES PROGRAM

Academic Eligibility

To be eligible to participate in the school's activity programs, each student must (1) meet Nebraska State Activities Association (NSAA) requirements concerning scholastic eligibility (see Section Three of this Handbook), (2) be registered for 10 credit hours per semester and be in regular attendance, and (3) have not less than a 70% grade in two or more classes for a period of one week to remain eligible to participate in any portion of the activities program. Participants must attend practices and participate in all conditioning during any period of ineligibility. Students will also be ineligible daily if they are missing more than 2 assignments in one class when daily eligibility is run.

The school district will notify a participant and his or her parents whenever the participant is declared academically ineligible.

Students may not participate in any activity, performance or practice while serving a short-term suspension, long-term suspension, or expulsion from school.

Attendance at Practices and Contests

Participants in the activities program are expected to attend and be on time at all practices and meetings scheduled by the coach or sponsor. Participants may be excused for absences resulting from a participant's illness, a death in the family, a doctor's appointment, a court appearance, or other absences that are arranged in advance. The coach, sponsor, or director of an activity may require a participant who has an excused absence to complete an alternate assignment for missing a practice, meeting, event, performance, or contest. A participant who is unable to attend a scheduled practice, meeting, or game must contact the coach or sponsor in advance. Students who are absent from school due to illness are not required to provide the coach or sponsor with additional notification of the student's absence from practice.

Students who are absent from school beyond the start of 2nd hour will not be permitted to practice or participate in an athletic contest or activity performance unless the student has the building principal's prior permission to participate despite the absence.

If a participant misses a scheduled contest or performance, the coach or sponsor may impose discipline up to and including suspension of the participant from the activity for the remainder of the season or length of the activity.

Closings

Unless the administration determines that it is permissible for the activity to continue as scheduled, all activities will be cancelled or postponed in the event that school has been called off for inclement weather or any other reason as determined by the administration.

Colors

The Southern Valley School colors are purple, black, and silver and the Southern Valley Alma Saints team is columbia blue, navy, and gold

Concussion Awareness

The Nebraska Unicameral has found that concussions are one of the “most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed.”

The School District will:

1. Require all coaches and trainers to complete one of the following on-line courses on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury:
 - Heads UP Concussions in Youth Sports
 - Concussion in Sports—What You Need to Know
2. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
 - a. The signs and symptoms of a concussion;
 - b. The risks posed by sustaining a concussion; and
 - c. The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

A student who participates on a school athletic team must be removed from a practice or game when he/she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. The student will not be permitted to

participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

- a. has been evaluated by a licensed healthcare professional;
- b. has received written and signed clearance to resume participation in athletic activities from the licensed healthcare professional; and
- c. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

- a. the date and approximate time of the injury suffered by the student,
- b. the signs and symptoms of a concussion or brain injury that were observed,
and
- c. any actions taken to treat the student.

The school district will not provide for the presence of a licensed health care professional at any practice or game.

School officials shall deem the signature of an individual who represents that he/she is a licensed health care professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed healthcare professional. The school will not take any additional or independent steps to verify the individual's qualifications.

Dances

School dances are part of the district's extracurricular activity program. Students who wish to participate in school dances must comply with the activity code. Students may be prohibited from participating in school dances as a consequence for violating school rules or these activity rules. All guests attending any dance at Southern Valley may be breathalyzed prior to entry and he/she must pass the test to enter.

Junior High Dances

Junior High (7-8) dances are restricted to students currently enrolled in Southern Valley Junior High School and will be sponsored by Southern Valley Junior High teachers and parents. Any organization wishing to sponsor a junior high dance must obtain permission from the principal regarding date and times. Each dance must be sponsored by at least two faculty members and one additional chaperone. Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted. Students who are academically ineligible or who have violated any code of conduct policy will not be allowed to attend school dances.

High School Dances

All high school dances are restricted to Southern Valley High School students and their guests. The age requirement for attending all High School dances for an outside guest is under age 21. All dates who are not a SV student must be approved by administration. Any organization wishing to sponsor a dance must obtain permission from the principal regarding date and times. Each dance must be sponsored by at least two faculty members and one additional adult. Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted. Students who are academically ineligible or who have violated any code of conduct policy will not be allowed to attend school dances.

Homecoming and Prom

The Homecoming dance is open to students and guests of Southern Valley High School.

The Junior/Senior Prom is open to students and guests of Southern Valley High School junior and senior classes. Guests must follow all rules that the students must follow. Each student is responsible for his/her guest's conduct. Appropriate attire is required for these dances. No blue jeans, shorts, or T-shirts will be allowed at the banquet or dance for Prom unless authorized by the Prom sponsors and Activities Director/Principal. Black dress jeans will be acceptable.

Electronic Communication

The school board supports the use of technology by coaches, extracurricular sponsors, and other staff members to communicate with students for legitimate educational, extracurricular, and other school-related purposes. However, electronic communication between students and teachers, sponsors, and coaches shall be appropriate at all times and shall not violate any law, district policies, or the Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education (“Rule 27”).

Equipment

Each participant in the athletic portion of the activities program will be issued a locker to store his/her personal belongings and school equipment that has been checked out. Students should secure their athletic lockers with combination locks that are checked out to them by the school.

School-owned clothing or equipment that is checked out to individual students remains the property of the school. The clothing or equipment is not to be used or worn by the student except for the intended use. Each piece of equipment or clothing is to be returned to the instructor or coach when the season or the use for such clothing or equipment is over. Each participant is responsible for all equipment checked out to him/her. Students will be assessed the replacement cost for school equipment that has been checked out to him/her and is lost or stolen.

Fundraising

All school-sponsored fundraising activities must be approved by a member of the school district administration. Fundraising for any activity must comply with the district’s policies. Use of the school mascot shall not be permitted unless approved by the Activities Director or Superintendent by any outside entity.

Individual Training Rules and Rules of Conduct

Head coaches or sponsors may develop additional training rules or rules of conduct for their activity. Students are responsible for knowing these rules and complying with them at all times.

Initiations and Hazing

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of “hazing” as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

Injuries

Participants who suffer any type of injury while involved in extracurricular activities must notify the coach or sponsor immediately. The coach or sponsor will then evaluate the injury and, if necessary, notify the participant’s parents or seek immediate medical treatment.

If at any time during participation a doctor removes an athlete from participation because of an illness or injury, the athlete must have a written release from a doctor before participating again. The written release must be given to the coach or sponsor of the activity.

Note: The release requirement will be satisfied if the initial doctor’s order specifies the duration of the student's restriction from participation and/or competition. Also see Concussion Awareness above.

Insurance

The school district does not provide medical or other insurance coverage for students who participate in athletic contests or other activities. It is the parents' responsibility to provide adequate insurance to cover any medical expenses that may be incurred while the student is participating in athletics or other activities.

The school district makes an accident insurance plan available for purchase by participants and their families through an authorized insurance agent. Information about policies which families may purchase will be available prior to each sports season and at fall registration.

Lettering Requirements

Lettering requirements will be communicated in individual sport/activity handbooks to participants

Practices

The individual head coach or sponsor, in cooperation with the Activities Director, will schedule all starting times of practices. All participants are expected to be ready at the time set by the coach or sponsor for practice.

To be eligible to practice, a participant must satisfy the following requirements:

1. Submit to the coach or sponsor a signed physical form from a physician or qualified designee
2. Signed Activities Code of Conduct that verifies the student and parent(s) understands the school's position regarding the school's position regarding the use of possession of alcohol, tobacco, and other related drugs.
3. NSAA Consent to Participate Form
4. \$20 Activities Fee paid to the office

Managers:

Students wishing to serve as student volunteers for extracurricular activities must gain the permission of the activity coach or sponsor. Student volunteers must comply with all of the rules and procedures contained in this handbook. Managers and the number used for each specific sports/activity must be approved by the Activities Director. High school students wishing to be managers take precedence over all other students.

Sunday and Wednesday Night Activities

In order to provide students sufficient time away from school for family-related activities, the school will endeavor not to schedule activities on Wednesday evenings or on Sundays. Practices for Athletics and Activities will be organized so all participants are showered, dressed, and /or leave the facilities by 6:00 p.m. on Wednesday nights. An exception to this guideline would be

when a team, group of students, or an individual may be required to participate in an activity sponsored by the conference, district, or state on a Wednesday night. The school does not allow Sunday practice sessions, except when a varsity team, group of students, or individual is scheduled to compete or perform on a Monday or when approved by the Activities Director ahead of time. Practices scheduled for Sunday must have the prior approval of the activities director or building principal. Practices include any activity that is considered prepping for a contest.

Transportation

All participants are required to ride provided school transportation to an event unless prior authorization is obtained from the Activities Director. Students that do not have this authorization are not allowed to compete if they drive themselves. Students who miss the scheduled leave time designated by the coach/sponsor will be left behind and will not be permitted to drive themselves or compete. Students who miss a bus are also subject to suspension from the coach/sponsor. Students are encouraged but not required to ride home from away activities on school provided transportation. A participant may ride home with his or her parent/guardian only if the parent/guardian signs them out with the coach or sponsor of the activity on the required form. A participant may ride home with an adult if the participant's parent/guardian has personally contacted the Activities Director or designee prior to the activity and the person approved and authorized to take them signs them out.

**Section Two:
Available Activities**

Athletic Teams

Football	Russell Norton, Justin Adams, Doug Brown
JH Football	Russell Norton, Jason Huerta
Volleyball	Jessie Thalheim, Joey Bose, Amanda Adams
JH Volleyball	Tina Brown, Amanda Adams
Softball (Coop with Alma)	Brad Reaves, Jaydee Wolzen
Cross Country (Coop with Alma)	Laurie Kermmoade, Kristi Bose
JH Cross Country (Coop with Alma)	Laurie Kermmoade, Kristi Bose
Boys Bowling	TBD
Girls Bowling	TBD
Boys Basketball	Jimmy Sindelar, Mike Lanham
JH Boys Basketball	Jimmy Sindelar, Greg Huerta
Wrestling	Dexter Becker, Dave Becker
JH Wrestling	Dexter Becker, Jeff Spaulding
Girls Basketball	Richard McDonald, Justin Adams
JH Girls Basketball	Richard McDonald, Justin Adams
Golf (Boys Only)	Jeremy Epp
Track (Boys & Girls)	Tom Schoenfeler, Larry Guy, Leo Hinkle, Richard McDonald, TJ Vacura
JH Track (Boys & Girls)	Tom Schoenfeler, RayAnn Roskop, Dexter Becker, Justin Adams

Activities

Band	Zach Nathan
Cheer	Morgan Huxoll & Amy Russell
Family Career and Community Leadership of America (FCCLA)	Linda Dannehl
Future Business Leaders of America (FBLA)	Joe York
Future Farmers of America (FFA)	Christen Reiman
Future Problem Solvers (FPS)	Tom Schoenfeler
Journalism	Meredith McQuay
Mock Trial	Meredith McQuay
National Honor Society	Anita Krejdl
One Act Play Production	Kristi Bose, Rebecca Jorgenson
Quiz Bowl	Chad Hamilton, Jessie Thalheim
Speech	Kaitlin Nathan Rebecca Jorgenson
Student Council	Melinda Hunt, Steph Holste
Trap Shooting	Valerie Percival, Bill Mayo, Tina Hutchens, GP Percival, Kevin Lambert, Les Broeker, Gordon Jones, Ryan Hunt, Darlene Bantam
Vocal Music	Tabitha Stalder
Unified Bowling	Tina Brown, Brandon Marquez

Section Three: Nebraska State Activity Association

Eligibility

In order to represent a high school in interscholastic athletic competition, a student must abide by eligibility rules of the Nebraska School Activities Association. Eligibility requirements are established by the NSAA in its Constitution and its Bylaws and Approved Rulings. These documents can be found online at <https://nsaahome.org/constitution-bylaws/>. A summary of the major rules is given below. Contact the principal, activities director or the activity sponsor or coach for an explanation of the complete rule.

1. Student must be a *bona fide* student of their member school and have not graduated from any high school.
2. After a student's initial enrollment in grade nine, he/she shall be ineligible after eight semesters of school membership beginning with his/her enrollment in grade nine.
3. Student is ineligible if nineteen years of age before August 1 of current school year. (Student in grades 7 or 8 may participate on a high school team if he/she was 15 years of age prior to August 1 of current school year.)
4. Student must be enrolled in some high school on or before the eleventh school day of the current semester.
5. Students must be continually enrolled in at least twenty credit hours per semester and regular in attendance, in accordance with the school's attendance policy at the school he/she wishes to represent in interscholastic competition.
6. Student must have been enrolled and received twenty hours of credit in school the immediate preceding semester.
7. **Guardianship does not fulfill the definition of a legal parent.** If a guardian has been appointed for a student, the student is eligible in the school district where his/her legal parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for review and a ruling.
8. A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by his/her parents, shall render the student ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eighth, or ninth grade student, he/she has established his/her eligibility at the high school where he/she

participated. If the student elects to attend another high school upon entering ninth or tenth grade, he/she shall be ineligible for ninety school days.

9. **Student eligibility related to domicile can be attained in the following manners:**
 - a. If the change in domicile by the parents occurs during a school year, the student may remain at the school he/she is attending and be eligible until the end of the school year or transfer to a high school located in the school district where the parents established their domicile and be eligible.
 - b. If the domicile is changed during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school he/she has been attending and retain eligibility.
 - c. If a student elects to remain at the same high school initially enrolled after being promoted from grade eight of a middle or junior high school, or grade nine of a junior high school, he/she is eligible at that school, or is eligible at a high school located within the school district in which the parents established their domicile.
 - d. **If the legal parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile.**
10. Nebraska transfer students whose name appears on the NSAA transfer list prior to May 1 shall be eligible immediately in the fall at the transfer high school. Those students whose name does not appear on the NSAA transfer list prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.
11. Nebraska transfer students must have signed and delivered all forms necessary to make such transfer to the school in which he/she intends to enroll for the 2020-2021 school year prior to May 1, 2020; for the student to be eligible, the school to which the transfer is being made must have notified the NSAA office via an NSAA online transfer form, no later than May 1, 2020. The student would become ineligible for ninety school days the next fall if the student were to change his/her mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to his/her former district before 90 school days have elapsed, such student will be ineligible in the former district for 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students who did not have their enrollment forms signed, delivered, and accepted prior to May 1, 2020, shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.

12. Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport, which are scheduled by his/her school. Any other competition will render the student ineligible for a portion of, or all of, the season in that sport. The season of a sport begins with the first date of practice as permitted by NSAA rules.
13. During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp, or school. (*Refer to NSAA Bylaw 3.5.1.1 for exception in Swimming and Diving.)
14. A student shall not participate on an all-star team while a high school undergraduate.
15. A student must maintain his/her amateur status.

NSAA Sportsmanship Rules

Students must abide by the Nebraska School Activities Association Sportsmanship Rules. A complete copy of these rules can be found at <http://www.nsaahome.org/nsaaforms/pdf/manualsp.pdf>. Unsportsmanlike conduct shall include physical or verbal assault upon any participant, game official, or spectator, or any acts that may endanger the personal safety of individuals involved, or acts which hinder the normal progress of a contest or lead to the restriction or discontinuance of a contest.

If a student, participant, patron, and/or staff member representing a member school acts in a manner constituting unsportsmanlike behavior during competition the member school and/or individuals shall be subject to penalties. A student, participant, patron, and/or staff member may not be permitted to attend activities if involved in unsportsmanlike conduct.

Section Four:

Code of Conduct Athletes and Parents/Fans

Standard Code of Conduct

Participation in school-sponsored or extracurricular activities is a privilege and not a right. Participants must follow board policy, this code, and all the training rules and rules of conduct of the coaches and/or activity sponsors. Students participating in school-sponsored or extracurricular activities are held to a high standard. Students are expected to conduct themselves in a way that is lawful, responsible, promotes the values upon which the school is based, and that brings credit to themselves and the school. Students who fail to live up to the required standard of all conduct are guilty of detrimental conduct and subject to discipline under all school policies, the general student code of conduct, and Activity Participation Rules. The Administration of Southern Valley School District is allowed to hand down consequences they feel fit for any activity that is detrimental to the overall goal and objective of the Southern Valley School District and its Activities Programs.

Southern Valley Activities Policy

By choosing to be a part of the activity program at Southern Valley Jr. Sr. High School, a student agrees to abide by the training rules established by the coaches, sponsors, and administration. These rules and policies have been adopted by the Southern Valley Board of Education. The coaches, sponsors, administration and Board of Education are in agreement that the use or possession of tobacco, alcohol, and controlled substances are not only detrimental to the student but, also to the activity they represent. All school-sponsored extracurricular activities will fall under these guidelines.

The following guidelines are in effect from the NSAA first allowable practice date in the fall of the students 7th grade year to the last scheduled NSAA activity which Southern Valley High School offers in the spring of a students senior year. These rules apply to all students, grades 7-12, who have participated in an activity, who are currently participating in an activity, or who plans to participate in an activity in the future. **If a student is in violation of the first offense, he/she will be placed on probation for the remainder of the school year from the time of confession or conviction, and any further violations in the probationary period will constitute a second offense.** In the event an investigation is warranted, and the student in question does not confess to the infraction and is convicted in a court of law, he/she will automatically be subject to the penalty as a second offense from the time of the conviction. A student is required to serve out his/her penalty before he/she will be allowed to participate in any further competition in any activity program at Southern Valley Schools. A student can practice and attend public performances, but may not participate in the public performance while serving his/her suspension. Suspensions can and will be carried over to the next activity season in which the student chooses to participate in. All school/community service work must be done outside of the regular school day within the Southern Valley School District. Public performances include Junior Varsity, 9/10, and Junior High contests.

The Principal and/or the Activities Director will make an independent investigation into any matters which result in a student being charged with a violation. The following are some situations that may warrant an investigation:

1. Students in school-sponsored and/or extracurricular activities may not engage in the following conduct . . . Possession, use, distribution, or being at parties in the presence of alcohol, illicit drugs, tobacco, or controlled substances, or any lookalike or imitations thereof, without parental supervision, or being under the influence of alcohol, illicit drugs, tobacco, or controlled substances, or any lookalike or imitations thereof. "Lookalike or imitations" means substances such as K2 and products like electronic cigarettes, vapor pens, etc. (Note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the use or abuse of any substance for the purpose of inducing a condition of intoxication, stupefaction, depression, giddiness, paralysis, inebriation, excitement, or irrational behavior, or in any manner changing, distorting, or disturbing the auditory, visual, mental, or nervous processes). This policy will take effect for a student entering the first day of school in 7th grade and last 365 days a year until the last Activity/Athletic event day of the student's senior year.
2. Any information provided by law enforcement officers as to the violation of these policies.
3. Any conviction involving the use, possession, or distribution of controlled substances or alcoholic beverages.
4. Any confession by the student involving the use, possession, or distribution of tobacco, alcohol, or any controlled substances.
5. If the student is charged or convicted of any criminal charge or determined to be a delinquent child under any other circumstances which is indicative of the behavior not representative of a good citizen.
6. Any person under nineteen years of age who attends Southern Valley who possesses, dispenses, delivers, or administers anabolic steroids as defined in section 28-401 in violation of the Uniform Controlled Substances Act

Any further appeal would have to come through the judicial process.

**MANDATORY DRUG TESTING POLICY FOR STUDENTS
INVOLVED IN EXTRACURRICULAR ACTIVITIES OR THAT HAVE VOLUNTARILY
BEEN PLACED IN THE DRUG TESTING PROGRAM BY THEIR PARENT/GUARDIAN
at SOUTHERN VALLEY SCHOOLS**

Implementation Date: January 4th, 2017

Extracurricular Drug Testing Program

The school district supports and values student participation in extracurricular activities, but such participation in school district extracurricular activities is a privilege and not a right. Students in all extracurricular activities in grades 7-12 shall be subject to mandatory and random testing for the presence of alcohol or illegal drugs.

DEFINITIONS

DPA: A national certified Drug Program Administrator, which shall use a certified laboratory in testing of samples. The Board will choose a nationally certified DPA for the purpose of determining through random selection the student(s)/participant(s) to be tested.

DPC: The Drug Program Coordinator shall be the building Principal/Activities Director or his/her designee.

MRO: Medical Review Officer

1. Purpose of Random Drug Testing

- 1) To provide for the health and safety of all students;
- 2) To undermine the effects of peer pressure by providing legitimate reason for students to refuse use of illegal drugs and/or alcohol;
- 3) To identify students who use illegal drugs and/or alcohol; and
- 4) To encourage students who use illegal drugs and/or alcohol to participate in appropriate treatment programs.

2. Each student who participates or seeks to participate in extracurricular activities shall be given a copy of this policy. This policy may also be included in the student handbook. An orientation for students and parents will be held at the start of the school year to talk about the policy and procedures.

3. Activity Programs: Any activity that meets the guidelines of an extracurricular activity at Southern Valley Public Schools, which shall include the following but not limited to:

All Southern Valley activities including (homecoming, prom, and graduation).

4. Students Who Are Required to Submit to Drug Testing

a. Grades. All students in grades 7-12 who participate in any extracurricular activity or competition listed above are part of the pool subject to random drug testing.

b. Consent. A student and his or her parent(s)/guardian(s) must sign a consent form before the student shall be eligible to tryout for, practice with, or participate in the extracurricular activity. The consent form is attached to this policy.

c. Selection Pool Eligibility. Students shall remain in the selection pool for an entire calendar year (365 days) from the date the consent form is received by the school district except that students who quit during the season or activity (prior to being selected for testing) or students who are cut from an activity will be removed from the testing pool. A participant may be subject to testing at any time during the said 365-day period. Any student who tests positive during the school year will be tested through the summer months. Summer months are from the first day after the last day of classes in the spring through the last day before the first day of classes in the fall.

d. Withdrawal. Students who have a consent form on file remain eligible for drug tests from the date the consent form is received by the school district and throughout the remainder of the school year or until the student files a Withdrawal of Student from Activity form signed by the student and his or her parent(s)/guardian(s). Upon withdrawal, the student shall not be eligible to participate in any activity that is subject to drug testing for 365 days from the date of withdrawal. A student who files a Withdrawal of Student from Activity form after selected for a random drug test but before submitting to the test or after testing positive shall be ineligible to participate in any extracurricular activities for one calendar year from the date the Withdrawal of Student from Activity form is received by the Drug Program Coordinator.

5. Drugs. Students participating in extracurricular activities are prohibited from using, possessing, distributing, manufacturing, or having drugs present in their system. "Drugs" means:

a. Any substance considered illegal by the Uniform Controlled Substances Act, Neb. Rev. Stat. § 28-401 *et seq.*

b. Any substance which is controlled by the Food and Drug Administration unless prescribed to the student by any licensed medical practitioner authorized to prescribe controlled substances or other prescription drugs;

c. Alcohol for any student under the age of 21. Alcohol shall have the meaning as provided in Neb. Rev. Stat. § 48-1902(1).

6. Testing Procedures

a. Student Selection. All students who participate in extracurricular activities and submit a consent form will be included in a master list and will be subject to random drug screening. The master list shall be submitted to the company employed by the district to conduct the testing. The DPA will identify students on the master by number.

b. Reasonable Suspicion Testing. In addition to random drug testing, a student is subject to drug testing at any time when the Drug Program Coordinator determines there is individualized reasonable suspicion based upon articulable facts to believe that the student

has used a drug. The Drug Program Coordinator will notify the student and take the necessary steps to schedule a test as soon as practicable.

- c. Parental Request. Students who do not participate in extracurricular activities may be added to the random drug screening master list upon parental request. Parent(s)/guardians may also request that their student be subject to non-random drug screening. The school will arrange for the test as soon as practicable. The parent(s)/guardian(s) making a request under this subparagraph must submit a signed consent form and indicate which type of test is being requested. Any cost associated with tests administered as a result of parental request must be paid by the parent(s)/guardian(s) in advance of the test.
- d. Type of Test. The school district reserves the right to utilize breath, saliva, hair or urinalysis testing procedures. Urine and oral fluid samples, which screen positive, will be confirmed by GC/MS (Gas Chromatography/Mass Spectrometry). Positive saliva or breath alcohol tests will be confirmed by EBT (Evidential Breath Tester).
- e. Collection Site. The Drug Program Coordinator will designate the collection site at which student will provide specimens. The collection site may be off the premises of the school district.
- f. Sample Collection. Samples will be collected as directed by the Drug Program Administrator on the same day the student is selected for testing, or if the student is absent an alternate will be selected, in sequential order, from an alternate list provided by the Drug Program Administrator. If a urine sample is required, all students providing samples will do so alone in an individual bathroom or stall with the door closed.
- g. Collection Procedures. The school board will select a Drug Program Administrator (DPA). The DPA shall randomly select the students subject to drug testing from the master list. The DPA will maintain and follow generally accepted industry standards for collecting, maintaining, shipping, and accessing all specimens. The DPA will seek to obtain the sample in a manner designed to insure accurate testing protocols while minimizing intrusion into a student's privacy. The DPA and the school district will provide a copy of the collection procedures upon request.
- h. Drugs. Students may be randomly tested for any drugs, including but not limited to alcohol, amphetamines, marijuana or cannabinoids, cocaine, methadone, methaqualone, propoxyphene, hallucinogens, opiates, phencyclidine, synthetic opiates and PCP, steroids, barbiturates, benzodiazepines, alcohol, and any prescription drug that was obtained without proper authorization.
- i. Results. The DPA shall notify the student and the Drug Program Coordinator of any positive test after the initial screening. The school representative shall notify the student's parents. The DPA will use a secure method to transmit all positive test results to the DPA's Medical Review Officer (MRO). The MRO will be certified by an MRO accreditation body. The MRO will be responsible for reviewing test results and determining whether the use of a substance identified by the sample analysis is from illicit use or a legitimate medical use. Prior to making a final decision, the MRO or his or her assistant shall contact the student and his or parent(s)/guardian(s) to discuss the result either face-to-face or over

the telephone. If the MRO determines the test results are negative, no further action shall be taken against the student. The MRO will report results of verified positives to the DPA. The DPA shall then notify the Drug Program Coordinator of the positive test result. The Drug Program Coordinator shall notify the student and his or her parent(s)/guardian(s) and any staff members responsible for implementing the consequences of this policy.

- j. Request for a Retest. A split specimen will be collected for all testing methods, with the exception of alcohol testing. A positive alcohol test will be confirmed with an EBT device. A student's parent(s)/guardian(s) may request that the split specimen be tested at a second nationally certified laboratory from a list provided by the MRO. The request for the test must be submitted in writing to the MRO (with a copy sent to the Drug Program Coordinator) within 72 hours of being notified of the final testing result. The student and his or her parent(s)/guardian(s) must pay the associated costs for an additional test in advance. The costs will be reimbursed if the result of the split sample test is negative. The student will remain subject to the consequences of this policy during the retesting procedure.
- k. Scope of Tests: The drug screen tests for one or more illegal drugs and/or alcohol. The Drug Program Coordinator shall determine which illegal drugs shall be screened, but in no event shall that determination be made after the selection of students for testing. Student samples will not be screened for the presence of any substances other than an illegal drug or for the existence of any physical condition other than drug use.
- l. Non-Punitive Nature of Policy: No student shall be penalized academically for testing positive for illegal drugs or alcohol. The results of drug tests pursuant to this policy will not be documented in any student's academic records. Information regarding the results of drug tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by valid and binding subpoena or other legal process, which the district shall not solicit. In the event of service of any such subpoena or legal process, the student and the student's custodial parent or legal guardian will be notified as soon as possible by the district.

- 7. Consequences for Testing Positive. Whenever the test results indicate the presence of drugs, Drug Program Coordinator shall schedule and hold a confidential meeting with the student, parent/guardian, and sponsor/coach. Other members of the school's administration may also attend the meeting. At the meeting, the Drug Program Coordinator shall explain the drug testing procedures and the policy of the district. The consequences shall be as follows (All offenses are cumulative in grades 7-12):

Students lose the opportunity to self-report once they are randomly selected for testing.

ALCOHOL, TOBACCO, AND CONTROLLED SUBSTANCE VIOLATIONS:

1st Offense

- 45 School Day Suspension from all Activities/Athletics from the date of discovery which can be reduced to 40 school days if the student self-reports.
- 4 hours of community service at Southern Valley School District
- 365 Day Suspension from all dances & royalty at Southern Valley School District

2nd Offense

- 90 School Day Suspension from all Activities/Athletics from the date of discovery which can be reduced to 85 school days if the student self-reports
- Student must get a Drug/Alcohol Evaluation by a certified professional and provide documentation of that to the school. If treatment is recommended it must be started before the student can return to participation
- 12 hours of community service at Southern Valley School District
- 365 Day Suspension from all dances & royalty at Southern Valley School District

3rd Offense

- 365 day suspension from all Activities/Athletics from the date of discovery
- Student must get a Drug/Alcohol Evaluation by a certified professional and provide documentation of that to the school. If treatment is recommended it must be completed or in the process of completion before the student can return to participation.
- 20 Hours of community service at Southern Valley School District
- 365 Day Suspension from all dances and royalty at Southern Valley School District.

4th Offense

- Lifetime ban of participating in Activities/Athletics at Southern Valley School District
- Lifetime ban from all dances and royalty at Southern Valley School District

****If the suspension is not completed or the offense occurs in the summer the suspension will carry over to the next school year*****

Fan & Parent Code of Conduct

The intent of the Southern Valley School Districts Activities program is to provide a wide variety of opportunities for our students to explore their gifts and talents through the Arts and Competition. The intent is for students to learn the value of teamwork, dedication, determination, goal setting, and sportsmanship. As a district we want our fans and parents to set the example of sportsmanship through respect for the game, opponents and officials for our students to follow. Behavior that does not follow these guidelines is unacceptable and will not be tolerated. If you as a fan or parent at an activity are not providing a good example for our students to follow you will be asked to meet with the Activities Director and will be given a written warning of the poor behavior and the consequences if this type of behavior occurs again. If you are ejected from a game for poor fan behavior or fan misconduct you will be automatically given up to the following suspension. This suspension will not be shorter but can be made longer by the Administrative Team, if conduct dictates so.

1st Offense: 14-day suspension from all Southern Valley Activities and Athletics.

2nd Offense: 365-day suspension from all Southern Valley Activities and Athletics.

3rd Offense: Lifetime suspension from all Southern Valley Activities and Athletics.

Section Five: Concussions

A Parent's Guide to Concussions

WHAT IS A CONCUSSION?

A concussion is a brain injury that results in a temporary disruption of normal brain function. A concussion occurs when the brain is violently rocked back and forth or twisted inside the skull as a result of a blow to the head or body. An athlete does not have to lose consciousness (“knocked-out”) to suffer a concussion.

CONCUSSION FACTS

- It is estimated that more than 140,000 high school athletes across the United States suffer a concussion each year. (Data from NFHS Injury Surveillance System).
- Concussions occur most frequently in football, but girl’s lacrosse, girls’ soccer, boy’s lacrosse, wrestling, and girls’ basketball follow closely behind. All athletes are at risk.
- A concussion is a traumatic injury to the brain.
- Concussion symptoms may last from a few days to several months.
- Concussions can cause symptoms that interfere with school, work, and social life.
- Athletes who have symptoms from a concussion should not return to sports because they are still at risk for prolonging symptoms and further injury.
- A concussion may cause multiple symptoms. Many symptoms appear immediately after the injury, while others may develop over the next several days or weeks. The symptoms may be subtle and are often difficult to fully recognize.

WHAT ARE THE SIGNS AND SYMPTOMS OF A CONCUSSION?

Signs Observed by Parents or Guardians

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score, or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Can’t recall events prior to hit or fall
- Can’t recall events after hit or fall

Symptoms Reported by Athlete

- Headache or “pressure” in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light or noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems
- Confusion
- Does not “feel right”

WHAT SHOULD I DO IF I THINK MY CHILD HAS HAD A CONCUSSION?

An athlete who is suspected of having a concussion must be removed from play immediately, whether it is in a game or practice. Continuing to participate in physical activity after a concussion can lead to worsening concussion symptoms, increased risk of further injury, and even death. Parents and coaches are not expected to be able to “diagnose” a concussion, as that is the job of a medical professional. However, they must be aware of the signs and symptoms of a concussion and if they are suspicious, the child must stop playing:

WHEN IN DOUBT – SIT THEM OUT!

Every athlete who sustains a concussion needs to be evaluated by a health care professional who is familiar with sports concussions. Parents should call their child’s physician, explain what has happened, and follow the physician’s instructions. A child who is vomiting, has a severe headache, or has difficulty staying awake or answering simple questions should be taken to the parent’s doctor or emergency room immediately.

WHEN MAY AN ATHLETE RETURN TO PLAY FOLLOWING A CONCUSSION?

No athlete who has suffered a concussion should return to play or practice the same day. Previously, athletes were allowed to return to play if their symptoms resolved within 15 minutes of the injury. Studies have shown that the young brain does not recover quickly enough for an athlete to return to activity in such a short time.

Concerns about athletes who return to play too quickly have led state lawmakers in Oregon and Washington to pass laws stating that **no athlete shall return to play on the day he or she suffered a concussion and the athlete must be cleared by an appropriate health care professional before he or she are allowed to return to play in games or practices.** The laws also mandate that coaches receive education on recognizing the signs and symptoms of concussion.

Once an athlete is free of symptoms of a concussion and is cleared to return to play by a healthcare professional knowledgeable in the care of sports concussions, he or she should proceed with activity in a stepwise fashion to allow the brain to readjust to exertion. On average, the athlete will complete a new step each day. The return-to-play schedule should proceed as below following medical clearance:

Step 1: Light exercise, including walking or riding an exercise bike. No weight-lifting.

Step 2: Running in the gym or on the field. No helmet or other equipment.

Step 3: Non-contact training drills in full equipment. Weight training can begin.

Step 4: Full contact practice or training.

Step 5: Game play.

If symptoms occur at any step, the athlete should cease activity and be re-evaluated by a health care provider.

HOW CAN A CONCUSSION AFFECT SCHOOLWORK?

Following a concussion, many athletes will have difficulty in school. These problems may last from days to months and often involve difficulties with short and long-term memory, concentration, and organization.

In many cases, it is best to reduce the athlete's class load after the injury. This may include staying home from school for a few days, followed by a lightened schedule for a few days or perhaps a longer period of time if needed. Decreasing the stress on the brain soon after a concussion may reduce symptoms and shorten the recovery period.

WHAT CAN YOU DO?

- Both you and your child should learn to recognize the "Signs and Symptoms" of a concussion as listed above.
- Emphasize to administrators, coaches, teachers, and other parents your concerns and expectations about concussion and safe play.
- Teach your child to tell the coaching staff if he or she experiences such symptoms.
- Teach your child to tell the coaching staff if he or she suspects that a teammate has a concussion.
- Monitor sports equipment for safety, fit, and maintenance.
- Ask teachers to monitor any decrease in grades or changes in behavior that could indicate concussion.
- Report concussions that occurred during the school year to appropriate school staff. This will help in monitoring injured athletes as they move to the next season's sports.

OTHER FREQUENTLY ASKED QUESTIONS:

Why is it so important that an athlete not return to play until they have completely recovered from a concussion?

An athlete who has not fully recovered from an initial concussion is very vulnerable to recurrent, cumulative, and even catastrophic consequences of a second concussive injury. Such difficulties are prevented if the athlete is allowed time to recover from the concussion and return-to-play decisions are carefully made. No athlete should return to sport or other at-risk participation when symptoms of a concussion are present and recovery is ongoing.

Is a “CT scan” or MRI needed to diagnose a concussion?

Diagnostic testing which includes CT (“CAT”) and MRI scans are rarely needed following a concussion. While these are helpful in identifying life-threatening brain injuries (e.g., skull fracture, bleeding, swelling), they are not normally used, even by athletes who have sustained severe concussions. A concussion is diagnosed based upon the athlete’s story of the injury and the health care provider’s physical examination.

What is the best treatment to help my child recover more quickly from a concussion?

The best treatment for a concussion is rest. There are no medications that can speed the recovery from a concussion. Exposure to loud noises, bright lights, computers, video games, television, and phones (including text messaging) may exacerbate the symptoms of a concussion. You should allow your child to rest as much as possible in the days following a concussion. As the symptoms decrease, you may allow increased use of computers, phone, video games, etc., but the access must be reduced if symptoms worsen.

How long do the symptoms of a concussion usually last?

The symptoms of a concussion will usually go away within one week of the initial injury. You should anticipate that your child will likely be out of sports for about two weeks following a concussion. However, in some cases, symptoms may last for several weeks or even months. Symptoms such as headache, memory problems, poor concentration, and mood changes can interfere with school, work, and social interactions. The potential for such long-term symptoms indicates the need for careful management of all concussions.

How many concussions can an athlete have before he or she should stop playing sports?

There is no “magic number” of concussions that determine when an athlete should give up playing contact or collision sports. The circumstances surrounding each individual injury, such as the way the injury happened and length of symptoms following the concussion are very important and must be considered when assessing the athlete’s risk for further and potentially more serious concussions. The decision to “retire” from sports is a decision best reached following a complete

evaluation by your child's primary care provider and consultation with a physician or neuropsychologist who specializes in treating sports concussion.

I've read recently that concussions may cause long-term brain damage in professional football players. Is this a risk for high school athletes who have had a concussion?

The issue of "chronic encephalopathy" in several former NFL players has received a great deal of media attention lately. Very little is known about what may be causing dramatic abnormalities in the brains of these unfortunate retired football players. At this time, we have very little knowledge of the long-term effects of concussions that happen during high school athletics.

In the cases of the retired NFL players, it appears that most had long careers in the NFL after playing in high school and college. In most cases, they played football for over 20 years and suffered multiple concussions in addition to hundreds of other blows to their heads. Alcohol and steroid use may also be contributing factors in some cases. Obviously, the average high school athlete does not come close to suffering the total number or sheer force of head trauma seen by professional football players. However, the fact that we know very little about the long-term effects of concussions in young athletes is further reason to carefully manage each concussion.

Adapted from [A Parent's Guide to Concussion in Sports](#), National Federation of High School Associations.

Some of this information has been adapted from the CDC's "Heads Up: Concussion in High School Sports" materials by the NFHS's Sports Medicine Advisory Committee. Please go to www.cdc.gov/ncipc/tbi/Coaches_Tool_Kit.htm for more information.

AUTHORIZATION AND ACKNOWLEDGEMENT

**WARNING: SERIOUS CATASTROPHIC AND PERHAPS FATAL INJURY MAY
RESULT FROM ATHLETIC PARTICIPATION**

Many forms of athletic competition result in violent physical contact among players, the use of equipment that may result in accidents, strenuous physical exertion, and numerous other exposures to risk of injury. Students and parents must assess the risks involved in such participation and make their choice to participate in spite of those risks. No amount of instruction, precaution, or supervision will eliminate these risks. Students have suffered accidents resulting in death, paraplegia, quadriplegia, and other very serious permanent physical impairment while playing sports. By granting permission for your student to participate in athletic competition, you, the parent or guardian, acknowledge that such risk exists. Students will be instructed in proper techniques to be used in athletic competition and in the proper utilization of all equipment worn or used in practice and competition. Students must adhere to that instruction and utilization and must refrain from improper uses and techniques.

I understand the statement above and I understand that by allowing my student to participate in athletic events, I assume the risk that he/she may be injured, perhaps severely.

Signature of Parent

Printed Name of Parent

Date

Printed Name of Student

Printed Name of Student

Printed Name of Student

Printed Name of Student

ACKNOWLEDGEMENT OF CONDUCT CODE

I understand that as a student representing the school district in activities, I am obligated to comply with the athletic handbook, including the code of conduct. I understand that if I violate the code of conduct or other rules in this handbook, I may be suspended from participation in all co-curricular activities and/or school sponsored activities or events.

Signature of Student

Printed Name of Student

Date

Signature of Student

Printed Name of Student

Date

Signature of Student

Printed Name of Student

Date

I understand that my student is obligated by this handbook, including the statements above.

Signature of Parent

Printed Name of Parent

Date

Student Drug Testing Procedure – School Board Policy #5306:

Students who participate in school sponsored competitive extracurricular activities at the high school (Grades 7-12) level are eligible for random testing. School sponsored competitive extracurricular activities are activities which are sponsored or approved by the Board, but are not offered for credit towards graduation, and which involve competition, comparison, or judging of the individuals or groups with other individuals or groups as part of selection or participation. School sponsored competitive extracurricular activities include, but are not limited to, athletic programs, cheerleading, dance team, band, Student Council, National Honor Society, FFA, academic teams, One-Act, choir, Quiz Bowl, and Speech Team.

To participate in a school sponsored competitive extracurricular activity, students must submit a completed Consent to Test Form on or before the first practice or on or before the first event or meeting, whichever is applicable. The form must be signed by the student and the student's parent or guardian.

Failure to submit a completed Consent to Test Form will result in ineligibility for participation in school sponsored competitive extracurricular activities until the form is submitted.

Students remain eligible for testing from the date the Consent to Test Form is turned in, until a Drop Form is completed, or until the student graduates or is otherwise no longer enrolled in the District. A student for whom a Drop Form has been submitted shall be ineligible for participation in school sponsored competitive extracurricular activities for twelve months from the date the Drop Form is submitted. Students have a fifteen (15) day grace period for reconsideration of a Drop Form.

Students who are not participants in a school sponsored competitive extracurricular activity may volunteer for participation in the testing program by submitting a completed Consent to Test Form.

TRAINING RULES

The Alma School District recognizes that the use of tobacco, vapor products (e-cigarettes) or other alternative nicotine products or tobacco products look-alikes, alcohol and illegal drugs is a significant health and social problem. Student tobacco, tobacco products look-alikes, alcohol, and illegal drug use results in negative effects on behavior, learning, social and physical development. Because we believe we have the obligation to address what we consider to be detrimental influences on student performance, achievement and development, the following substance abuse/unlawful act/activity participation policy was developed. It is part of a total effort to discourage the use of tobacco, tobacco products look-alikes or alternatives, alcohol, other illegal drugs or prevent unlawful acts by the young people of our community. Unlawful acts are those such as theft, vandalism, and other crimes of similar severity.

Students who participate in school sponsored competitive extracurricular activities at the high school (Grades 7-12) level are eligible for random testing. School sponsored competitive extracurricular activities are activities which are sponsored or approved by the Board, but are not offered for credit towards graduation, and which involve competition, comparison, or judging of the individuals or groups with other individuals or groups as part of selection or participation. School sponsored competitive extracurricular activities include, but are not limited to, all athletic programs (football, softball, volleyball, wrestling, basketball, golf, track, bowling, E-Sports and any other athletic programs approved by the Board of Education), cheerleading, dance team, band, choir, Student Council, National Honor Society, FFA, academic teams, One-Act, all school plays, Quiz Bowl, Speech Team and school sponsored dances/banquets including but not limited to homecoming and prom.

To participate in a school sponsored competitive extracurricular activity, students must submit a completed Consent to Test Form on or before the first practice or on or before the first event or meeting, whichever is applicable. The form must be signed by the student and the student's parent or guardian.

Failure to submit a completed Consent to Test Form will result in ineligibility for participation in school sponsored competitive extracurricular activities until the form is submitted.

Students remain eligible for testing from the date the Consent to Test Form is turned in until a Drop Form is completed, or until the student graduates or is otherwise no longer enrolled in the District. A student for whom a Drop Form has been submitted shall be ineligible for participation in school sponsored competitive extracurricular activities for twelve months from the date the Drop Form is submitted. Students have a fifteen-day grace period for reconsideration of a Drop Form.

Students who are not participants in a school sponsored competitive extracurricular activity may volunteer for participation in the testing program by submitting a completed Consent to Test Form. The use of dogs to walk the school hallways, locker rooms, parking lot or other parts of the school grounds to determine the presence of illegal drugs will occur at any time during the school year and without prior notice to students or parents/guardians.

Any student of the Junior or Senior High School shall be subject to the penalties outlined below if it is determined that the student has violated the following student conduct policy: Engaging in selling, using, possessing or dispensing of alcoholic beverages, tobacco, tobacco products look-alikes or alternatives, narcotics, or any other form of mind-altering chemicals, or being under the influence of any of the above or possession of drug paraphernalia, or committing any unlawful act such as theft, vandalism, and other crimes of similar nature. Such determination shall be based on a witnessed violation, an admitted violation, or upon citation by law enforcement. Witnessed violations shall be reported by any school employee to the activities director, sponsor involved, or to the school's administration. School officials will also rely upon law enforcement officials in determining violations.

The following are some situations that will result in suspension:

- (a) Any witnessing of a student involving the use, possession, selling or distribution of tobacco, tobacco products look-alikes or alternatives, alcohol, controlled substance, or any other form of mind-altering chemicals or drug paraphernalia by any member of the staff of Alma Public Schools.
- (b) Any confession by a student to a teacher, school administrator, or law enforcement officer involving the use, possession, selling or distribution of tobacco, tobacco like products or alternatives, alcohol, controlled substance, or any other form of mind-altering chemicals or drug paraphernalia or admitting to an unlawful act as described above.
- (c) **Any citation** by law involving the use, possession, selling or distribution of tobacco, tobacco products look-alikes or alternatives, alcohol, controlled substance, or any other form of mind-altering chemicals or drug paraphernalia or committing an unlawful act as described above.
- (d) **Any positive test result** as outlined in the Student Drug Policy #5306. The following shall be considered to be a positive test result: A confirmed positive alcohol or drug test; refusal to participate in testing when selected, including the submission of a Drop Form upon being requested to be tested; and/or tampering with the specimen collection process.

The enforcement of this policy will begin with the official starting day of the fall sport season established by the Nebraska School Activities Association and will end on the last official day of school

in a given year as established by the Board of Education unless the activity extends beyond the last official day of school. Any punishment not carried out during the current school year will be carried over to the next school year until the punishment is completed.

This policy applies to students participating in the following activities:

- All athletics – Football, Volleyball, Cross Country, Cheerleading, Wrestling, Basketball, Track, Golf, Softball, Bowling.
- Fine arts activities including but not limited to: Speech, Vocal and Instrumental Music Concerts, Drama, One-Act Play, All-School Play, District Music Contest.
- School sponsored activities including but not limited to National Honor Society, Student Council, School Dances (including Prom), Yearbook Staff, Academic Bowl Teams, Future Farmers of America (FFA) and Homecoming Activities.

Penalty for violation of this policy:

- **First Infraction** – A student who self-reports a violation of this policy to the principal or superintendent by 8:30 AM the next school day after a violation has occurred will not be allowed to participate in any activity for a period of two weeks (10 school days and/or days with school activities in which the student is a participant), beginning with the first scheduled contest in that activity. Any student who fails to notify the schools administrator of a violation by 8:30 AM the next school day after a violation has occurred will not be allowed to participate in any activity for a period of four weeks (20 school days and/or days with school activities in which the student is a participant), beginning with the first scheduled contest in that activity. After a first infraction, a student may be subject to drug testing for the remainder of the school year.
- The student will be required to practice and attend contests with the team, although not dressed out, and will assist the coach or sponsor if necessary. If the violation occurs between seasons or events, the penalty will be enforced during the next season or event. Students who go out for an activity to serve their punishment will be expected to finish the season in an activity or the punishment will not be allowed to be worked off.
- If the violation occurs when school is in session or during any school activity home or away, on school property and/or school vehicles, the student will not be allowed to participate in any activity for a period of four weeks (20 school days and/or days with school activities in which the student is a participant), beginning with the first scheduled contest in that activity. The student will also be subject to a suspension by the school administrators as per-incident may warrant. All incidents will be reported to the student's parents/guardians and may be reported to the Harlan County Sheriff Department.
- **First Positive Test Offense** - the student is ineligible to participate in any extracurricular activities for twenty school/activity days. The student may continue to participate in extracurricular activities if within ten school days of the meeting with the parents or guardians the student shows proof that the student is receiving substance abuse counseling with a qualified professional and submits to a second drug test within two weeks.
- **Second Infraction/Positive Test Offense** - the student is suspended from participation in any extracurricular activity for forty-five school/activity days. To return to participation, the student must complete substance abuse counseling as and to the extent determined appropriate by a qualified professional, and in any event for no less than four hours; must submit to two follow up drug tests with a negative result; and be subject during the next twelve month period to follow up drug tests. In addition to the requirements mentioned above, the student can reduce the number of suspended days if they continue to attend and participate in their current activity's practices. For each day the student attends

their current activity's practices, one day will be deducted from the total number of suspended days. While a student is suspended, they are not allowed to represent Alma Public Schools in any competition.

- **Third Infraction/Positive Test Offense** - the student is suspended from participation in any extracurricular activity for ninety school/activity days. To return to participation, the student must complete substance abuse counseling as and to the extent determined appropriate by a qualified professional, and in any event for no less than eight hours, and must submit two follow up drug tests with a negative result; and be subject during the next twelve month period to follow up drug tests. In addition to the requirements mentioned above, the student can reduce the number of suspended days if they continue to attend and participate in their current activity's practices. For each day the student attends their current activity's practices, one-half day will be deducted from the total number of suspended days. While a student is suspended, they are not allowed to represent Alma Public Schools in any competition.
- **Subsequent Infraction/Positive Test Offenses** - the student is ineligible to participate in any extracurricular activity for ninety school/activity days. To return to participation, the student must complete substance abuse counseling as and to the extent determined appropriate by a qualified professional, and in any event for no less than twelve hours, and must submit two follow up drug tests with a negative result; and be subject during the next twelve month period to follow up drug tests.
- The parents or guardians are responsible for the costs of the rehabilitation program, which includes the substance abuse counseling and follow-up testing described above.
- Positive results will not lead to the imposition of any academic consequence or disciplinary action, other than the above described limitations on the privilege to participate in extracurricular activities.
- Any student convicted or adjudicated in juvenile court of a felony will be dismissed from all activities for the remainder of the school year and may be subject to suspension or expulsion from school based on the seriousness of the incident.

The above rules are a minimum for all activities. Individual coaches, sponsors, and the administration may add additional rules for their activity.

THE FLYER WAY

BE SAFE

BE RESPECTFUL

BE RESPONSIBLE

Success Through the Flyer Way Happens at FPS Everyday!



Elementary Principal's Report

Mrs. Shelley Kahrs

April 2021

End of the Year Activities

We will finish out the year with the Spring Elementary Music Program on May 4th. Elementary Field Day will be Friday, May 7th.

Safety and Security Committee Meeting

The 3rd quarter meeting was held by the Building Safety and Security Committee on March 29th in the Elementary Conference Room. We discussed having an outside person do a walk-through of our building to ensure that the procedures we use for safety and security are thoroughly implemented. It was recommended by Dr. Conradt to contact Larry Whit in the future to conduct this walkthrough. Alicap also performs a walkthrough of the building and grounds yearly and notes any items of concerns. The committee reviewed under new business other safety concerns in the building. Chief of Police, Jennifer Woodis shared with the committee Nebraska State Law 28-1418. This law changes the legal age for the use of tobacco and electronic nicotine delivery systems to twenty-one years. She provided further information on what role law enforcement can play when these items are found at school. Discussion on the locking of custodial closets and an update on the installation of the bus cameras concluded the meeting.

High School Principal's Report - April 2021
Board of Education

1. Academic Information

- ✓ Last day for Seniors as of today will be Friday, April 30th, this is assuming they do not do anything "rambunctious" between now and then.
- ✓ Testing, Testing and more testing...

2. Activity Information

- ✓ Activity Sponsors - Please see attachment
- ✓ Awards Nights: Typically, we have cake and punch on these nights, what would you like to see us do this year for these nights given Covid-19? Also, would you like to see this open to all who want to attend, just parents, or families?
 - o Fine Arts - Monday, April 26th at 7:00 pm
 - o Athletic - Monday, May 3rd at 7:00 pm

3. Other Information

- ✓ Wellness Committee Meeting Minutes - See Attached

2021-2022 Activities Sponsors

Varsity Sports	Head Coach	Assistant Coach	Assistant Coach	Assistant Coach
Cross Country	Leah Stall			
Football	Seth Elley	Devin Solko	Anthony Campana	
Volleyball	Kelsey Sindt	Brittany Wagner		
Wrestling	Ryan Hoffman	Brody Lewis		
Girl's Basketball	Adam Boettcher	Jamie Silas		
Boy's Basketball	Phil Baumgart	Jeramy Bartels		
Track & Field	Devin Solko - Boys Head	Leah Danielson - Girls Head	Anthony Campana	Phillip Baumgart
Golf	Adam Boettcher	Doyle Hanshaw		
Junior High Sports	Head Coach	Assistant Coach		
Cross Country	Erica Bonham - Only if numbers require it			
Football	Ryan Hoffman	Anthony Campana (Volunteer)		
Volleyball	Kelsey Sindt			
Wrestling	Ryan Hoffman			
Girl's Basketball	Devin Solko			
Boy's Basketball	Seth Elley			
Track & Field	Angel Dreher - Co-Head	Ryan Hoffman - Co-Head		
Activities	Head Sponsor	Assistant Sponsor		
Annual	Lynn Sidman			
Junior High AD	Needed			
Athletic Trainer	Devin Solko			
Cheer	Brittany Marks	Shay Baumgart		
Concessions	Shannette Kahrs			
Elem. Quiz Bowl	Angel Dreher			
FCCLA	Erica Bonham			
FFA	Dave Rocker			
FPS Elem, HS, MS	Renee Haussemann	Shannette Kahrs		
HS/MS Quiz Bowl	Becky Cleveland			
Instrumental Music	Doyle Hanshaw			
National Honor Society	Renee Haussemann			
One-Acts	Lynn Sidman	Kelsey Hanshaw		
Speech	Doyle Hanshaw - Co-Head	Leah Solko - Co-Head		
Student Council	Aubrey Schultz			
Teammates	Katie James - Co-Cord.	Cortney James - Co-Cord.		
Class	Sponsor	Sponsor	Sponsor	
7th	Lynn Sidman	Devin Solko		
8th	Seth Elley	Phil Baumgart		
9th	Leah Solko	Becky Cleveland		
10th	Shannette Kahrs	Julie Einspahr		
11th	Renee Haussemann	Heather Boettcher	Jeramy Bartels	
12th	Kelsey Hanshaw	Erica Bonham		

Wellness Committee Meeting
March 29, 2021 - Minutes

Members Present: Adam Boettcher (Chair), Windy Ingram (School Board Member), Jamie Silas (Elem. Teacher), Phillip Baumgart (JH Science Teacher), Ryan Hoffman (HS PE Teacher), Jan Weiss (Patron), Michelle Kahrs (Parent), Sierra Bloos (Student), Logan Wentworth (Student)

Members Absent: Leah Stall (Elementary PE Teacher), Erica Bonham (FCS Teacher), Tavin Uden (Student), Taelyn Pritchard (Student)

1. The purpose of this meeting was to complete the NDE Wellness Policy Survey which was due last June 30, 2020, but was extended due to Covid to this June. The committee met and went over the questions of the survey rating each area based on what we have in our policy. For all items in the survey we were able to mark a "2" which was the highest rating you could give on the survey.
2. The final part of the meeting was the committee discussing future considerations. In the Fall we will be taking a look at the Actions for Healthy Kids website and setting goals for the committee for the next school year. The committee was tasked with coming up with some ideas on what we would like to do to further encourage wellness throughout the school.
3. This was our fourth and final meeting for the 2020-2021 school year.

Superintendent's Report
April 12, 2021

Candy's Contact Information

E-mail: candace.conradt@fpsflyers.org

Cell Phone: 402-340-6103

ESSER II Money

We will be receiving approximately \$212,591. How we spend the money must be approved by NDE. The emphasis is on technology and teaching students and air quality.

ESSER II Money

Sometime in May we should hear about the ESSER III money. It is reported to be 2.2 times the amount of ESSER II, which would be \$467,700. The requirements would be the same. If all that comes to be, the district will be able to replace the Upper Elementary, MS/HS HVAC systems and Air condition the main gym and cafeteria, replace technology and possibly some window replacement.

Insurance Check from EMC

The Kinetico Water Softener cost was \$4,246.00. We received an insurance check from EMC for \$3,146.00.

Macon Lions Club Consignment Sale

The proceeds we received from items we sent to the Macon Lions Club Sale was \$2,852.40

Items sold included lawn mower and mower deck, Ford tractor, desk and filing cabinets.

COVID Vaccine

All of our staff were given the opportunity to receive the Phizer – 2 shot vaccine. 68% of our staff participated.

Unclaimed Property

I was notified that we had unclaimed property from the closed Macon School District. The dollar amount Franklin Public Schools is entitled to is \$1,473.00. We will be receiving the check in a few weeks.

New Health Standards

The Nebraska Department of Education released a draft of the Nebraska Health Education Standards and is seeking input from the public. The information collected will be used as part of the standards review and revision process.

State law requires updates to the standards for reading, writing, mathematics, science, and social studies every seven years. The NDE is expanding that effort to review and update standards for each subject area, including health education, every seven years. Once approved by the State Board of Education the standards create the framework for health education in Nebraska. Input from health educators, higher education, and community organizations was used to develop the current draft. Approval for the standards is expected in the fall of 2021.

Nebraska content area standards reflect the knowledge and skills students are expected to learn in a given content area. By setting clear benchmarks for learning, content area standards provide guidance to teachers as they develop learning experiences for students. Standards do not prescribe particular curriculum, lessons, teaching techniques, or activities. Decisions about curriculum and instruction are made locally by individual school districts and classroom teachers.

The draft Health Education Standards are available for review and input at https://nde.qualtrics.com/jfe/form/SV_8d11y2pRSfXIG8R.

Nebraska's most at-risk students require additional resources.

Local funds make up the difference

Special Education services are mandated by state and federal law, yet schools receive **limited** federal funding and the rate of reimbursement from the State of Nebraska for Special Education expenditures continues to decrease, currently at **49%**. With local districts covering more and more of the costs, tough decisions must be made that can have a **direct impact on programs offered to students with and without disabilities.**



53% are students with more significant disabilities

Special Education Funding

School Age Expenditures

2010-2011



2018-2019



Birth to Age 5 Expenditures

2010-2011



2018-2019



● Local ● State ● Federal

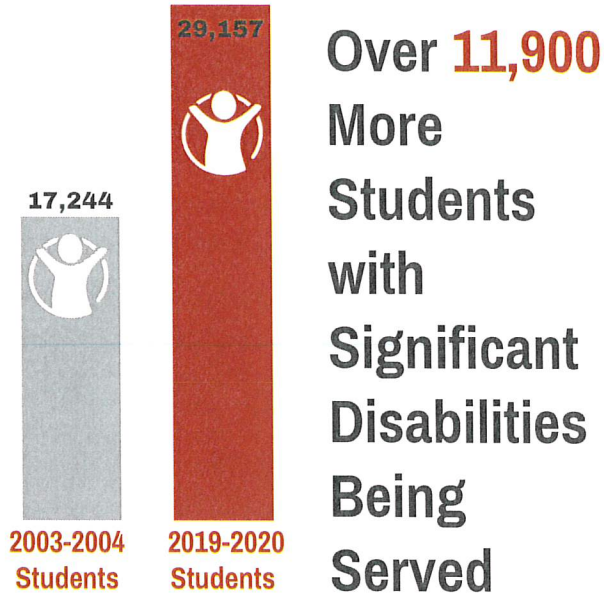
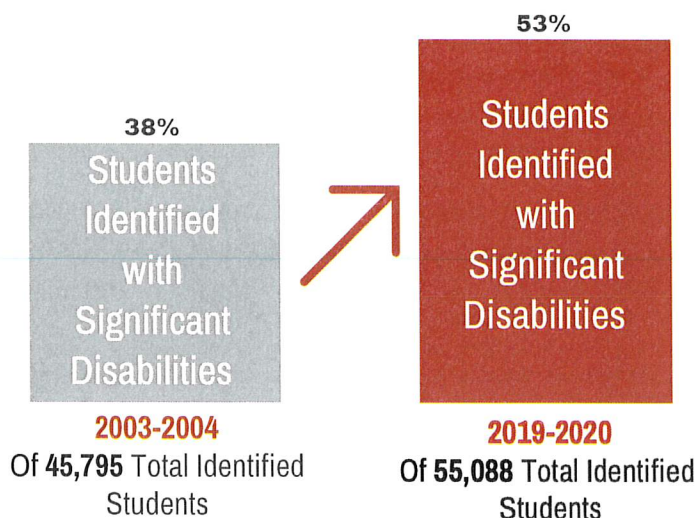
*Federal Medicaid Funds = >1%

The intensity of needs for Nebraska students in Special Education continues to *rise*.

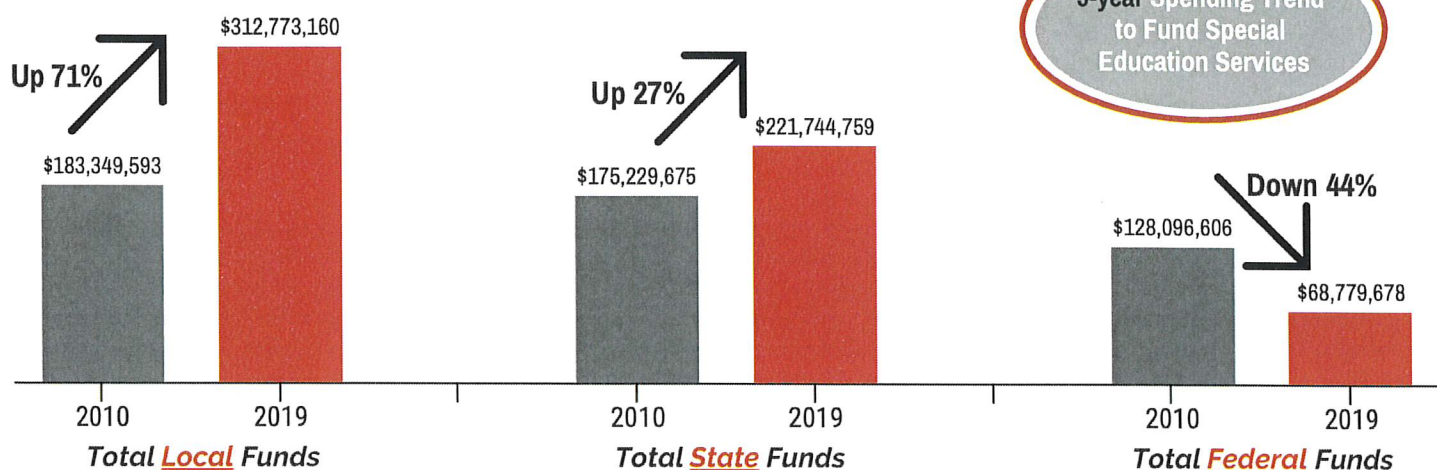
Over the past 15 years, there has been a dramatic shift in the number of students with more significant disabilities such as **Autism, Emotional Disturbance, Other Health Impairments, and Traumatic Brain Injury**. These students require a greater level of resources to meet their complex needs.



Significant Disabilities are on the Rise



Local Spending Continues to Increase



*2010 Federal Funds included American Recovery & Reinvestment Act stimulus funding.

Special Education-Below Age 5 Programs Grow

As districts have improved their identification processes for children below age 5, expenditures for these programs and services have risen to **\$71,188,028** in the past 9 years. This **increase of over \$18 million dollars** in expenditures has occurred without contributions from the State of Nebraska for children with disabilities below age 5.

37%

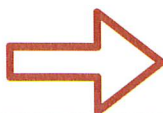
Increase in Children

36%

Increase in Expenditures



6,587 Children in 2010



9,044 Children in 2020



Frequently Asked Questions



? *What does federal law say about Special Education funding?*

The Individuals with Disabilities Act (IDEA) was passed in 1975 and implemented in 1977 as a funding bill, designed to 'supplement' state and local funds for students with disabilities. State and local governments must provide funds to ensure a free and appropriate public education for all students with disabilities. Revenue shortfalls negatively impact services but regardless of funding, local districts must assure that students with disabilities are financially supported in equivalent proportions to their non-disabled peers.

? *What does federal law say about Special Education services?*

IDEA mandates services to all children with disabilities nationwide. It governs how states and school districts provide early intervention to infants and toddlers (IDEA Part C) as well as children and youth ages 3-21 (IDEA Part B).



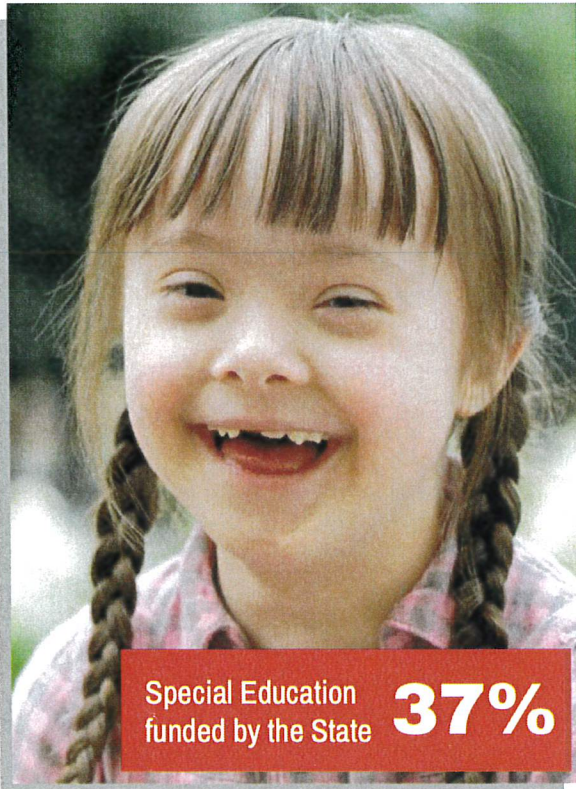
? *What is the impact of financial shortfalls?*

The reality is that more students are eligible for Special Education and significant disabilities are on the rise. It simply costs more to provide Special Education. Yet, revenues continue to decrease putting an even greater burden on schools. It forces districts to make difficult decisions to meet the needs of all children.

NOT funding Special Education has a **direct impact** on programs for **ALL** Nebraska children.

? *What about services for children below age 5?*

Nebraska children with disabilities and their families are eligible for services beginning at birth. Early intervention services continue to soar as we work diligently to intervene as early as possible. But only federal funds are available to help cover the costs for children with disabilities below age 5. Many school districts use a combination of IDEA Section 611 and 619 funding to cover the costs for infants, toddlers, and preschool children with disabilities. However, this leaves little or no federal funds to meet the needs for school-age children. Local school districts must make up the difference to provide quality programs for **all** Nebraska children with disabilities birth through age 21.



State appropriations for **Special Education** reimbursement **MUST** increase

- Local school districts already cover 51% of the total Special Education expenditures.
- Federal funds are limited and are frequently diverted to cover costs for children with disabilities below age 5, as there is no state funding available. These critical services for children below age 5 are required by state and federal law.
- The percent of students with more significant disabilities continues to rise, and local school districts need even greater supports to meet the complex needs of these students.
- The amount of general funds available to operate school districts is directly impacted by the level of Special Education funding from the state. Districts are forced to make difficult decisions to continue to provide quality programs for all Nebraska students.

Sources:

Nebraska Department of
Education & Nebraska
Education Profile
(Child Count Data)

Nebraska Department of
Education, Office of Special
Education (Expenditures)

**With the right resources,
all children can learn.**

