

# Board of Education Regular Meeting

Monday, June 9, 2025 7:00 PM

Conference Room #101, 609 Whitney St, Pender, NE 68047-0629

1. **The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens.**

2. **Call to Order, Roll Call, Establishment of a Quorum**

3. **Approve Minutes of Previous Meetings**

4. **Financial Report**

5. **Approve Payment of Bills**

6. **Administrative Reports**

7. **Audience with Board**

8. **Heartland Counseling Agreement**

9. **Bus Right Contract (Year 2)**

10. **Personnel**

1. Work Agreement (Jeremy Calhoon)

2. Work Agreement for 2025 Part-Time Summer Technology Help

3. FFA Advisor Extended Contract 2025

4. Extended Contracts

11. **Policy**

1. Annual Policy Update - First Reading (1200, 3131, 3132, 3410, 4003, 4009, 5001, 5004, 5101, 5103, 5201, 5301, 5401, 5414, 5507, 6113, 6400, 6931)

12. **Pendragon Sports Complex**

1. Rock for Parking

2. Additional Electrical for Concessions/Restroom Building

3. Lift Station Electrical

4. Lift Station Plumbing

5. Scoreboard Electrical

6. Gas Line for Restroom/Concessions Building

13. **Executive Session**

14. **Reconvene in Open Session**

15. **Upcoming Meetings/Board Opportunities**

1. P2T Board Meeting - June 16, 6:00 pm

2. Omelet Feed - June 28 - 8:00 am to 10:00 am

3. Next Regular Meeting - July 16, 2025, 7:00 pm

16. **Adjournment**

17. **The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.**

**PENDER PUBLIC SCHOOL BOARD OF EDUCATION MEETING MINUTES**  
**Pender Public School – Room #101**  
**May 19, 2025 – 7:00 p.m.**

The Pender Public School Board of Education met in regular session in Room #101 on Monday, May 19, 2025. President Matt Peters called the meeting to order at 7:04 p.m. with the following members present: Jason Roth, Matt Peters, JJ Maise, Mandy Johnson and Matt Heineman. Also present at the school were Superintendent Jason Dolliver, Elementary Principal/SPED Director Kelly Ballinger, Secondary Principal Luke Hoffman and Recording Secretary Deanna Hansen.

As required by Nebraska Statute 84-1412(8), President Peters drew the attention of those present to the location of information regarding the Open Meetings Act posted in the meeting room and accessible to all members of the public.

President Peters reviewed the agenda and stated items 7 and 8 would be moved up to before item 4; he affirmed that every board member had received notice of the meeting and confirmed that the time and place of the meeting had been published or posted as required by Board Policy 8342.

A motion to excuse board member Karlen was made by Johnson and seconded by Roth. President Peters stated the motion and the result of roll call vote being all ayes (5-0), motion carried.

A motion to approve the minutes of the regular board meeting held on April 14, 2025, was made by Maise and seconded by Heineman. President Peters stated the motion and the result of roll call vote being all ayes (5-0, Karlen absent), motion carried.

President Peters implemented the Procedures for Public Comment; a few community members took advantage of the opportunity to address members of the Board.

Dr. Dolliver addressed the Board and members of the public about the 3-year-old preschool program. In mid-April the District was notified by NENCAP that they would longer be able to partner with PPS to offer a 3-year-old preschool head start program. The Board talked through the District costs associated with the program, the requirements of Rule 11 of the Nebraska Department of Education and answered questions of those District patrons in attendance. Following much discussion, Dr. Dolliver's recommendation to the Board was to pause the 3-year-old PK program for the 2025-26 school year; and during the 25-26 school year review the options moving forward, explore grants and other funding sources to develop a plan for the 3-year-old program for the years that follow.

A motion to approve pausing the 3-year-old preschool program for the 2025-36 school year, and during the 2025-26 school year, determine a plan for 26-27 and beyond that makes the most sense for the District was made by Peters and seconded by Heineman. President Peters stated the motion and the result of roll call vote being all ayes (5-0), motion carried.

President Peters thanked the members of the community for their time in attending the Board of Education meeting.

Superintendent Dolliver presented the Financial Reports, reviewing the expenses and revenue for the General, School Nutrition and Activity Funds.

A motion to approve financial reports and payment of bills as follows: Activity Fund - \$26,895.42; General Fund - \$369,060.87; School Nutrition Fund - \$42,193.50; Special Building Fund - \$79,980.00; Employee Benefit Fund - \$4,149.94 and Payroll - \$248,159.24 was made by Karlen and seconded by Roth. President Peters stated the motion and the result of roll call vote being all ayes (5-0); motion carried.

Secondary Principal Luke Hoffman, Elementary Principal/Special Education Director Kelly Ballinger and Superintendent Jason Dolliver presented their administrative reports. These reports can be seen in their entirety by logging on to the Pender School website (<http://www.penderschools.org>) and clicking on the Board of Education tab, and then selecting eMeeting. A printed copy can be obtained at the school. Some of the topics covered in the reports include:

<u>Superintendent</u>	<u>Secondary Principal</u>	<u>Elementary Principal</u>
Mission Statement	Mission Statement	Mission Statement
Professional Goals	Professional Goals	Professional Goals
Workshops/Meetings	LB 399	Workshops/Meetings Attended
School Improvement	Workshops/Conf/Mtg	LB399
NPERs	Counselors Update	Adopt the Breeze
Football Headsets	7-12 Student Opportunities	Recognizing Staff
Summer Project Update	Student Council 25-26	High 5 Fridays
Heartland Counseling	Pathways 2 Tomorrow	Donuts with Grownups
Softball Field Sound System	School-to-Career Work	NSCAS Awards Ceremony
Utility Vehicle	Class of 2025 Exit Survey	Spring Sprints 2025
PSC	School Musical	Pendragon Branch Charter West
ESSER Reporting	EHC Art Award	NSCAS Testing Fun
NECC Reimbursement	NSCAS Testing	Preschool Graduation
Hall of Fame	NSCAS/ACT Awards	Golden Spoon
Bus Route Driver	District Music	PRIDE Assembly & Awards
Civil Rights Compliance Review	Graduation	Summer Services
3-Year-Old Preschool	Etiquette Event	Elementary Field Trips
July Board Meeting	Senior TeamMates	Elementary PRIDE
June Board Meeting	4 Year-3 Sport Participants	Upcoming Events
	High School Track & Field	
	Boys Golf	
	Baseball	
	107.9 The Bull Teacher Feature	
	Celebrating our Staff	

Superintendent Dolliver talked with the Board about an opportunity to enter into an agreement with Under Armor. PPS would agree to purchase Under Armor uniforms for all sports teams, as coaches to wear Under Armor or non-name brand apparel and only offer Under Armor or non-name brand apparel when school programs sell apparel. In exchange, PPS gets a \$4,000 signing bonus, a \$3,500 branding package, 2 buy-one get-one free coupons for uniforms, a 10% rebate on all UA purchases, 40% discount on all UA purchases and a 6% rebate from MRG/Hauff's. The length of the agreement is for as long as we want to be a part of it. Board members asked questions and discussed the program with members of Administration. In the end, Dr. Dolliver recommended approval of the District entering into this agreement.

A motion to approve the District entering into a Pender High School – MRG Hauff’s - Under Armor Agreement was made by Roth and seconded by Heineman. President Peters stated the motion and the result of roll call vote being all ayes (5-0), motion carried.

Superintendent Dolliver reviewed a list of items and asked that they be declared surplus, and disposition be authorized. Board Policy 3090 provides guidelines for declaring items as surplus and disposing of them. Dr. Dolliver recommended approval of the list as presented.

A motion was made by Maise and seconded by Johnson to declare the list of items as surplus and to authorize the Superintendent to dispose of the items as allowed in Board Policy 3090. President Peters stated the motion and the result of roll call vote being all ayes (5-0); motion carried.

Dr. Dolliver shared that administration from Lyons Decatur Northeast schools contacted both Pender and Bancroft Rosalie about dropping out of the baseball and bowling coops due to low participation numbers on their end. In order to get out, the Board of Education of each of the three Districts must approve a resolution indicating the end of the cooperative agreement. Dr. Dolliver reported that both BR and LD have already approved the resolution; he recommended approval of the resolution as reviewed.

A motion to approve the resolution allowing Lyons Decatur Northeast School to be excused from the current baseball and bowling sports cooperatives was made by Roth and seconded by Johnson. President Peters stated the motion and the result of roll call vote being all ayes (5-0); motion carried.

Superintendent Dolliver recommended to Board members the hire of Lexi (Ostrand) Meister to be the next Agriculture Education teacher for PPS. She was most recently employed in the private sector but wants to pursue a career in education. In order to be certified, she has to work through a transition to teaching program through UNL. She is willing to put the time in for this; but also had a couple requests of the District before accepting the offer.

In most situations, there is not an option to consider the type of requests she made. She was the only applicant for the position, so her requests were considered. Prior to the Board meeting, Dr. Dolliver met with members of the Negotiations Committee to discuss her requests. The requests are for the District to pay for all of the costs associated with obtaining her teaching certificate. She also requested that her education be considered for advancement on the pay scale. The committee members reviewed her requests and agreed to grant them.

An agreement spelling out the terms of what is needed of her and what the District is agreeing to was reviewed by Board members. Dr. Dolliver recommended approving her teaching contract and the agreement as presented.

A motion to approve of the contract and the agreement with Lexi Meister for the Agriculture Education Teacher position as reviewed was made by Heineman and seconded by Roth. President Peters stated the motion and the result of roll call vote being all ayes (5-0); motion carried.

Superintendent Dolliver reported that Ashley Bessmer, Sheila Dahlman, Morgan Fillipi, Carolyn Jensen, Kaelyn Svehla, Kira Swinton and Liz Tierney were offered and have accepted summer work agreements. These employees will provide services for our students through Extended School Year, Reading Improvement Plan, and MTSS programs. Dr. Dolliver recommended approval of the summer work agreements as presented.

Superintendent Dolliver reported that Peyton Conroy, Madalyn Dolliver, Claire Felber, Farris Swinton and Hadley Walsh were offered and accepted a summer work agreement to assist the Maintenance/Custodial crew during the summer. Dr. Dolliver recommended approval of the summer custodial work agreements as presented.

Superintendent Dolliver reported that Jaelyn Anderson, Tiffany Beckman, Jody Davis, Mayci Dolliver, Chris Meyer, Betty Roberts, Tiffany Rose, Melinda Ruppert, Janet Schopke and Robbie Welsh were offered and have accepted summer work agreements to help with the Summer Foodservice Program. The SFSP program will be carryout and delivery for breakfast and lunch during the summer of 2025. Dr. Dolliver recommended approval of the SFSP work agreement as presented.

Superintendent Dolliver reported that Lisa Johnson was offered and accepted a work agreement to complete the District census by July 15<sup>th</sup>. Dr. Dolliver recommended approval of this work agreement as presented.

A motion was made by Heineman and seconded Johnson to approve the 2025 summer work agreements for the Extended School Year, Reading Improvement Plans and MTSS Program; the Maintenance/Custodial crew; the Summer Foodservice Program and the District Census as reviewed. President Peters stated the motion and the result of roll call vote being all ayes (5-0); motion carried.  
Policy

Dr. Dolliver reported to the Board that he had not received proposals need to make decisions for the lift station electrical, the lift station plumbing or the score board electrical. He did report that there are lot of things happening at the complex including footings being poured for the restroom/concession building, signage going up on the press box, finishing the crows next interior, etc. The concession was to have a Facilities / Transportation committee meeting once the proposals were received.

A motion to enter into Executive Session to discuss personnel clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual in compliance with the law was made by Johnson and seconded by Roth. President Peters stated the motion and the result of roll call vote being all ayes (5-0); motion carried. The Board entered executive session at 9:56 pm.

A motion to resume the meeting in open session was made by Maise and seconded by Heineman. President Peters stated the motion and the result of roll call vote being all ayes (5-0); motion carried. The Board resumed open session at 10:22 pm.

No action was taken after executive session.

President Peters reminded board members of the upcoming regular meeting scheduled for June 9, beginning at 7:00 p.m., and a P2T Board Meeting at 6:30 p.m. on June 16<sup>th</sup> in West Point.

A motion to adjourn was made by Heineman and seconded by Johnson. President Peters stated the motion and the result of the vote being all ayes (5-0); the meeting was adjourned at 10:23 p.m.

Jason Roth, Secretary

Deanna Hansen, Recording Secretary

**Pender Public Schools**  
5/25 General Fund Check Report

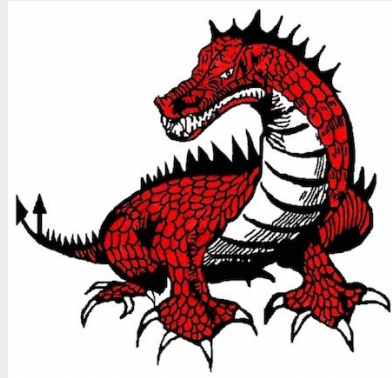
Check Number	Payee	Type	Amount
41658	Blue Cross Blue Shield of NE	May Payroll Liability	\$77,097.88
41655	Department of Revenue	May Payroll Liability	\$10,484.13
EFT	Employee Benefit Fund	May Payroll Liability	\$4,149.94
41657	Frontier Bank	May Payroll Liability	\$73,564.28
EFT	HSA Account Contributions	May Payroll Liability	\$6,628.72
41654	Madison National Life Ins Co, Inc	May Payroll Liability	\$2,030.32
41656	Nebraska School Retirement	May Payroll Liability	\$59,714.70
41652	Pender General Fund	May Payroll Liability	\$660.00
41649	Pender/Thurston Education & Community Foundation	May Payroll Liability	\$199.00
41650	Special Building Fund	May Payroll Liability	\$396.67
41653	Trustmark Voluntary Benefits	May Payroll Liability	\$1,702.83
41651	Vision Service Plan	May Payroll Liability	\$655.57
41660	ABC Mobile Storage Inv	Storage Unit Rent	\$175.00
41659	Amazon Capital Services	Accounts Payable	\$17,605.42
41661	Anderson, Jaclyn L	Reimbursement	\$175.00
41662	Appearia	Rug Rental	\$112.05
41663	Apple, Inc.	Apple TV for Steecker	\$129.00
41664	AT&T Mobility	MiFi	\$40.04
41665	Awards Unlimited Inc	Staff Service Awards	\$287.22
41666	Ballinger, Kelly J	Reimbursement	\$147.14
41667	Blick Art Materials	Classroom Supplies	\$1,384.54
41668	Bullwinkle's Ice Cream Rentals	Staff Appreciation Week	\$665.00
41669	Carpenter Paper Company	Custodial Supplies	\$2,120.08
41670	CDW*G	iPad Covers & Microsoft Licenses	\$1,809.60
41671	Chad Rose	Reimbursement	\$183.78
41672	Cole Papers	Custodial Supplies	\$2,032.92
41673	Countryside Photography	Class Composite Photo	\$315.00
41674	Cubby's	Fuel & Miscellaneous Items	\$2,470.11
41675	Educational Service Unit #1	Technology Service Contract	\$1,925.00
41676	EPS Learning	Classroom Supplies	\$161.57
41677	Essential Screens	Background Checks	\$124.50
41678	First National Bank	Accounts Payable	\$11,012.70
41679	Flinn Scientific Inc.	Classroom Supplies	\$976.96
41680	Hands of Heartland	Transitional Services	\$7,843.36
41681	Hometown Leasing	Copier & Printer Lease (2 mo)	\$2,362.56
41682	Incident IQ, LLC	HelpDesk Software Annual Renewal	\$5,200.00
41683	Interstate All Battery Center	Batteries for Floor Scrubber	\$941.85
41684	IXL Learning	Annual License Renewal	\$6,493.75
41685	Kansas City Audio Visual	Smart Board	\$4,097.25
41686	Koehlmoos, Keena M	Reimbursement	\$309.15
41687	Lakeshore Learning Materials	Classroom Supplies	\$91.99
41688	Lampo Group, LLC (The)	Online Curriculum Renewal	\$2,023.80
41689	Learning A-Z, LLC	Annual Renewal	\$1,205.00
41690	Lexia Learning Systems LLC	Annual Renewal	\$5,175.00
41691	Matheson Tri-Gas, Inc.	Welding Gas & Bottle Rent	\$107.45
41692	McGraw-Hill	Textbooks	\$1,365.36
41718	Menards	Maintenance Supplies	\$914.44
41693	Midwest Bus Repair	Camera Installation bus 25	\$435.00
41694	NE Council of School Admin	Dues & Registration Fee	\$1,090.00
41695	Nebraska Safety Center	Driver Training	\$125.00
41696	Notable, Inc. (Kami)	Annual Renewal	\$1,872.50
41697	PanTerra Networks, Inc.	Telephone	\$1,269.39
41698	Pender Ace Hardware	Maintenance Supplies	\$249.84
41699	Pender Community Hospital	DOT Physical	\$175.00

41700	Pender Municipal Utilities	April Usage	\$17,074.12
41701	Pender School Nutrition Fund	Reimbursement	\$5,098.12
41702	Petty Cash Fund	Reimbursement	\$1,426.23
41703	Quill Corporation	Classroom & Office Supplies	\$2,167.16
41704	Rays Midbell	Instrumental Music	\$238.56
41705	Really Good Stuff, Inc.	Classroom Supplies	\$471.11
41706	Relitz Repair	Quarterly Bus & Van Inspections	\$687.65
41707	REP Fitness	Equipment for Weight Deck / PE	\$2,189.89
41708	School Nurse Supply Inc	Nurse Supplies	\$1,133.84
41709	School Specialty, LLC	Classroom & Office Supplies	\$1,961.76
41710	Schoolmate	Elementary Planners & Folders	\$1,028.78
41711	Scrib's House Moving	Garage Moving	\$5,000.00
41712	Staples Advantage	Classroom & Office Supplies	\$2,969.88
41713	Sturek Media, Inc.	Printing	\$276.82
41714	Sundys Auto Parts	Maintenance & Transportation Supplies	\$114.92
41715	UBTECH Education	Classroom Supplies	\$735.00
41716	UNL - ALEC Department	Professional Fee	\$1,750.00
41717	Ward's Science	Classroom Supplies	\$252.67
		<b>General Fund PR Liab &amp; AP Total</b>	<b>\$369,060.87</b>
		<b>General Fund Payroll Total</b>	<b>\$248,159.24</b>
		<b>School Nutrition Fund Total</b>	<b>\$42,193.50</b>
		<b>Activity Fund Total</b>	<b>\$44,782.71</b>
		<b>Special Building Fund Total</b>	<b>\$79,980.00</b>
		<b>Employee Benefit Fund Total</b>	<b>\$4,149.94</b>

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# Pender Public Schools

Financial Report  
June 9, 2025





## Purpose

- Draw attention to district finance in a way that is more engaging for Board members and anyone who happens to be in attendance
- Infuse more discussion about district finance into monthly Board meeting
  - Designed to be something in addition to the questions and comments made when the checks are approved
- Create a historical catalog, which will be helpful in many ways



## New to this report ...

- Payroll and payroll liabilities total from the same month from prior years
- The intent of this is to give Board Members an idea of how costs are rising over time
- General Fund and School Nutrition Fund ... not Activities Fund

**FINANCIAL REPORT FOR MAY 2025  
SCHOOL NUTRITION FUND #346217**

<b>Balance - April 30, 2025</b>	<b>92,078.08</b>
Student Breakfast/Lunch	15,322.97
Adult Breakfast/Lunch	1,339.50
Federal Reimbursement	14,533.99
Federal SFSP Reimbursement	
State Breakfast/Lunch Reimbursement	
LFS Grant Reimbursement	
Insufficient Fund Check Students	(403.95)
Other Receipts	7,393.90
Interest	66.39
	66.39
<b>TOTAL REVENUE</b>	<b>38,252.80</b>
Accounts Payable	26,372.35
Payroll	7,285.01
Payroll Liabilities	8,536.35
	8,536.35
<b>TOTAL EXPENDITURES</b>	<b>42,193.71</b>
<b>Reconciled Balance - May 30, 2025</b>	<b><u>\$ 88,137.17</u></b>

	<i>PR &amp; PR Liab</i>	
<i>Reconciled Bank Balance - April 30, 2024</i>	<i>15,535.89</i>	<i>\$ 90,055.86</i>
<i>Reconciled Bank Balance - May 31, 2023</i>	<i>12,398.47</i>	<i>\$ 147,101.46</i>
<i>Reconciled Bank Balance - April 30, 2022</i>	<i>102,341.91</i>	<i>\$ 213,789.50</i>
<i>Reconciled Bank Balance - May 31, 2021</i>	<i>10,603.09</i>	<i>\$ 128,379.36</i>
<i>Reconciled Bank Balance - May 31, 2020</i>	<i>8,537.63</i>	<i>\$ 58,854.96</i>
<i>Reconciled Bank Balance - May 31, 2019</i>	<i>10,794.35</i>	<i>\$ 54,111.36</i>
<i>Reconciled Bank Balance - May 31, 2018</i>	<i>9,608.82</i>	<i>\$ 48,960.51</i>
<i>Reconciled Bank Balance - May 31, 2017</i>		<i>\$ 45,873.23</i>
<i>Reconciled Bank Balance - May 31, 2016</i>		<i>\$ 51,910.30</i>
<i>Reconciled Bank Balance - May 31, 2015</i>		<i>\$ 44,738.08</i>

**FINANCIAL REPORT FOR MAY 2025**  
**ACTIVITY FUND #346195**

<b>Checking Account Balance - April 30, 2025</b>		<b>73,726.69</b>
<b>Certificates of Deposit Balance - April 30, 2025</b>		<b>84,283.09</b>
		<b><u>158,009.78</u></b>
Activity Revenue	22,306.29	
Interest Earned	<u>55.11</u>	
<b>TOTAL REVENUE</b>		<b>22,361.40</b>
Activity Expenses	<u>33,464.88</u>	
<b>TOTAL EXPENDITURES</b>		<b>33,464.88</b>
<b>Checking Account Balance - May 30, 2025</b>		<b>62,623.21</b>
<b>Certificates of Deposit Balance - May 30, 2025</b>		<b><u>84,283.09</u></b>
<b>Reconciled Bank Balance - May 30, 2025</b>		<b>\$ 146,906.30</b>
<i>Reconciled Balance - May 30, 2024</i>		<i>\$ 140,777.89</i>
<i>Reconciled Balance - May 31, 2023</i>		<i>\$ 150,492.87</i>
<i>Reconciled Balance - May 31, 2022</i>		<i>\$ 146,991.72</i>
<i>Reconciled Balance - May 31, 2021</i>		<i>\$ 150,691.44</i>
<i>Reconciled Balance - May 31, 2020</i>		<i>\$ 144,378.64</i>
<i>Reconciled Balance - May 31, 2019</i>		<i>\$ 129,090.64</i>
<i>Reconciled Balance - May 31, 2018</i>		<i>\$ 104,039.49</i>
<i>Reconciled Balance - May 31, 2017</i>		<i>\$ 129,263.72</i>
<i>Reconciled Balance - May 31, 2016</i>		<i>\$ 148,509.23</i>
<i>Reconciled Balance - May 31, 2015</i>		<i>\$ 151,857.17</i>

**FINANCIAL REPORT FOR MAY 2025  
GENERAL FUND #41-200-7**

<b>Balance - April 30, 2025</b>		<b>3,124,233.01</b>
Taxes Levied (County Proceeds)	1,721,147.26	
23-24 SPED SA Reimbursement		
State Aid	121,088.00	
SPED SA Transportation 23-24	8,626.00	
SON SN24 MAC		
SON JA24 MIPS		
NECC Dual Credit reimbursement	996.89	
SON 23-24 Title I Reimbursement		
Other Local Receipts	1,599.00	
Interest Earned	6,327.45	
<b>TOTAL REVENUE</b>		<b>1,859,784.60</b>
Accounts Payable	131,776.83	
Payroll	248,159.24	
Payroll Liabilities	237,291.54	
<b>TOTAL EXPENDITURES</b>		<b>617,227.61</b>
<b>Checking &amp; Super Sweep &amp; CD Reconciled Balance - May 30, 2025</b>		<b><u>\$ 4,366,790.00</u></b>
	<i>PR &amp; PR Liab</i>	
<i>Reconciled Balance - May 30, 2024</i>	<i>489,572.45</i>	<i>\$ 3,413,303.56</i>
<i>Reconciled Balance - May 31, 2023</i>	<i>438,558.37</i>	<i>\$ 3,074,909.97</i>
<i>Reconciled Balance - May 31, 2022</i>	<i>427,404.22</i>	<i>\$ 2,985,336.68</i>
<i>Reconciled Balance - May 31, 2021</i>	<i>412,977.26</i>	<i>\$ 2,346,302.45</i>
<i>Reconciled Balance - May 31, 2020</i>	<i>369,518.85</i>	<i>\$ 1,781,017.84</i>
<i>Reconciled Balance - May 31, 2019</i>	<i>375,500.57</i>	<i>\$ 1,571,176.21</i>
<i>Reconciled Balance - May 31, 2018</i>	<i>373,086.12</i>	<i>\$ 1,846,556.15</i>
<i>Reconciled Balance - May 31, 2017</i>		<i>\$ 1,601,351.18</i>
<i>Reconciled Balance - May 31, 2016</i>		<i>\$ 1,819,046.26</i>
<i>Reconciled Balance - May 31, 2015</i>		<i>\$ 2,270,533.40</i>

# YTD Cash Balance

Sorted by Site, Group, Activity.  
YTD through 05/31/2025.

Site ID	Site Name						
Group ID	Group Name						
Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance	
<b>PPS</b>	<b>Pender Public Schools</b>						
<b>A</b>	<b>ATHLETICS</b>						
1000	Operations	-\$ 3,157.50	\$ 40.00	\$ 4,218.30	\$ 0.00	-\$ 7,335.80	
110	BOYS BASKETBALL	\$ 2,047.77	\$ 5,696.10	\$ 5,122.14	-\$ 2,076.77	\$ 544.96	
110-F	Boys Basketball Fundraising	\$ 0.00	\$ 682.93	\$ 1,074.44	\$ 4,721.07	\$ 4,329.56	
115	BOYS GOLF	-\$ 6,195.23	\$ 1,120.00	\$ 1,348.04	\$ 0.00	-\$ 6,423.27	
120	FOOTBALL	-\$ 53,709.72	\$ 7,830.24	\$ 15,821.70	\$ 0.00	-\$ 61,701.18	
120-F	Football Fundraising	\$ 0.00	\$ 8,026.05	\$ 6,065.98	-\$ 45.93	\$ 1,914.14	
125	GIRLS BASKETBALL	\$ 4,216.03	\$ 3,167.63	\$ 7,887.54	\$ 0.00	-\$ 503.88	
125-F	Girls Basketball Fundraising	\$ 0.00	\$ 3,970.32	\$ 3,845.57	\$ 0.00	\$ 124.75	
130	GIRLS GOLF	-\$ 3,424.04	\$ 0.00	\$ 50.00	\$ 0.00	-\$ 3,474.04	
135	HS TRACK	-\$ 14,033.97	\$ 0.00	\$ 2,131.70	\$ 0.00	-\$ 16,165.67	
135-F	HS Track & Field Fundraising	\$ 0.00	\$ 1,461.14	\$ 198.32	\$ 60.80	\$ 1,323.62	
140	JH BASKETBALL	-\$ 17,499.52	\$ 1,057.00	\$ 2,300.00	-\$ 150.00	-\$ 18,892.52	
145	JH FOOTBALL	-\$ 7,647.48	\$ 539.50	\$ 1,567.75	\$ 150.00	-\$ 8,525.73	
150	JH TRACK	-\$ 2,133.91	\$ 0.00	\$ 450.00	\$ 0.00	-\$ 2,583.91	
155	JH VOLLEYBALL	-\$ 827.04	\$ 837.00	\$ 860.00	\$ 0.00	-\$ 850.04	
160	JH WRESTLING	\$ 2,113.31	\$ 930.00	\$ 2,180.57	\$ 0.00	\$ 862.74	
165	VOLLEYBALL	\$ 2,238.45	\$ 2,599.82	\$ 5,699.11	-\$ 3,378.02	-\$ 4,238.86	
165-F	Volleyball Fundraising	\$ 480.00	\$ 7,357.20	\$ 2,168.00	\$ 3,261.02	\$ 8,930.22	
170	HS WRESTLING	-\$ 2,684.83	\$ 4,934.40	\$ 7,005.64	-\$ 3,367.56	-\$ 8,123.63	
170-F	HS Wrestling Fundraising	\$ 0.00	\$ 9,714.65	\$ 289.50	\$ 3,416.96	\$ 12,842.11	
172	Girls Wrestling	\$ 0.00	\$ 125.00	\$ 170.00	\$ 0.00	-\$ 45.00	
175	WEIGHT LIFTING	-\$ 8,773.77	\$ 0.00	\$ 1,254.43	\$ 0.00	-\$ 10,028.20	
177	BOWLING	-\$ 1,865.00	\$ 0.00	\$ 1,589.35	\$ 0.00	-\$ 3,454.35	
177-F	Bowling Fundraising	\$ 0.00	\$ 83.00	\$ 0.00	\$ 0.00	\$ 83.00	
182	BASEBALL	-\$ 10,674.94	\$ 0.00	\$ 500.00	\$ 0.00	-\$ 11,174.94	
185	CROSS COUNTRY	-\$ 7,081.23	\$ 2,166.00	\$ 2,478.72	\$ 0.00	-\$ 7,393.95	
185-F	Cross County Fundraising	\$ 0.00	\$ 278.06	\$ 153.55	\$ 0.00	\$ 124.51	
195	EQUIPMENT	\$ 37,990.04	\$ 0.00	\$ 0.00	\$ 0.00	\$ 37,990.04	
197	ADVANCE TICKET SALES	\$ 51,912.00	\$ 1,315.00	\$ 0.00	\$ 0.00	\$ 53,227.00	
199	Unified Sports	\$ 1,080.55	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,080.55	
530-F	Flames Fundraising	\$ 0.00	\$ 3,197.20	\$ 1,631.03	-\$ 895.18	\$ 670.99	
925-F	Thunder Baseball Fundraising	\$ 0.00	\$ 1,658.50	\$ 2,866.12	\$ 0.00	-\$ 1,207.62	
950	NEN Girls Golf Coop	\$ 2,475.80	\$ 3,466.95	\$ 1,213.00	\$ 0.00	\$ 4,729.75	
950-F	NEN Girls Golf Coop Fundraising	\$ 0.00	\$ 460.28	\$ 200.00	\$ 0.00	\$ 260.28	
985-F	Softball Coop - Fundraising	\$ 0.00	\$ 1,258.94	\$ 1,600.00	\$ 3,536.33	\$ 3,195.27	
	<b>A Totals:</b>	<b>-\$ 35,154.23</b>	<b>\$ 73,972.91</b>	<b>\$ 83,940.50</b>	<b>\$ 5,232.72</b>	<b>-\$ 39,889.10</b>	

# YTD Cash Balance

Sorted by Site, Group, Activity.  
YTD through 05/31/2025.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name					
Activity ID	Activity Name					
<b>B CLASSES</b>						
265	CLASS OF 2021	\$ 3,685.64	\$ 0.00	\$ 0.00	\$ 0.00	\$ 3,685.64
270	CLASS OF 2022	\$ 37.55	\$ 0.00	\$ 0.00	\$ 0.00	\$ 37.55
275	CLASS OF 2023	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
280	CLASS OF 2024	\$ 178.86	\$ 0.00	\$ 0.00	\$ 0.00	\$ 178.86
290	CLASS OF 2026	\$ 4,103.39	\$ 6,050.20	\$ 6,931.11	\$ 0.00	\$ 3,222.48
291	CLASS OF 2027	\$ 0.00	\$ 1,026.40	\$ 0.00	\$ 7.60	\$ 1,034.00
294	Class of 2025	\$ 1,861.14	\$ 0.00	\$ 1,840.09	\$ 0.00	\$ 21.05
295	Class of 2017	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
296	Class of 2018	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
297	Class of 2019	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
298	Class of 2020	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>B Totals:</b>		\$ 9,866.58	\$ 7,076.60	\$ 8,771.20	\$ 7.60	\$ 8,179.58
<b>C ACADEMIC CLUBS</b>						
315	INSTRUMENTAL	\$ 3,272.04	\$ 2,295.90	\$ 3,615.74	\$ 0.00	\$ 1,952.20
315-F	Instrumental Music Fundraising	\$ 0.00	\$ 17,981.55	\$ 4,529.60	\$ 0.00	\$ 13,451.95
317	Jazz Band	-\$ 2,783.62	\$ 0.00	\$ 325.00	\$ 0.00	-\$ 3,108.62
320	One-Act	\$ 556.09	\$ 0.00	\$ 543.68	\$ 0.00	\$ 12.41
321	Speech	-\$ 5,850.36	\$ 383.30	\$ 1,150.58	-\$ 1,387.10	-\$ 8,004.74
321-F	Speech Fundraising	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,387.10	\$ 1,387.10
322	QUIZ BOWL	\$ 1,097.36	\$ 0.00	\$ 40.00	\$ 0.00	\$ 1,057.36
335	NATIONAL HONOR SOCIETY	\$ 2,836.14	\$ 417.80	\$ 200.40	\$ 0.00	\$ 3,053.54
345	STUDENT COUNCIL	\$ 6,560.72	\$ 3,199.61	\$ 5,528.05	\$ 0.00	\$ 4,232.28
350	VOCAL MUSIC	-\$ 9,229.98	\$ 11,126.40	\$ 11,294.58	\$ 0.00	-\$ 9,398.16
350-F	Vocal Fundraising	\$ 0.00	\$ 976.10	\$ 0.00	\$ 0.00	\$ 976.10
360	BOOK FAIR PROCEEDS	-\$ 43.62	\$ 2,939.30	\$ 2,906.14	\$ 0.00	-\$ 10.46
365	CLOSE-UP	\$ 1,274.73	\$ 14,269.90	\$ 4,940.22	\$ 0.00	\$ 10,604.41
370	MUSICAL	\$ 7,037.63	\$ 2,945.62	\$ 2,102.90	\$ 0.00	\$ 7,880.35
375	YEARBOOK	\$ 26,112.56	\$ 1,890.00	\$ 0.00	\$ 0.00	\$ 28,002.56
<b>C Totals:</b>		\$ 30,839.69	\$ 58,425.48	\$ 37,176.89	\$ 0.00	\$ 52,088.28

# YTD Cash Balance

Sorted by Site, Group, Activity.  
YTD through 05/31/2025.

Site ID	Site Name					
Group ID	Group Name					
Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>E MISCELLANEOUS</b>						
410	STRIV	-\$ 1,056.02	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 1,056.02
420	Elementary Box Top Money	\$ 1,505.71	\$ 9.50	\$ 0.00	\$ 0.00	\$ 1,515.21
430	Heese Event Center Contributions	\$ 477.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 477.00
435	SPED Fundraising	\$ 5,126.23	\$ 0.00	\$ 172.00	\$ 0.00	\$ 4,954.23
440	CHEERLEADING	-\$ 372.81	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 372.81
445	MISCELLANEOUS	-\$ 47.15	\$ 1,290.00	\$ 3,150.55	-\$ 2,644.30	-\$ 4,552.00
450	F&R Sponsor Pd by District	-\$ 22.40	\$ 0.00	\$ 8,340.20	\$ 0.00	-\$ 8,362.60
455	Care Closet	\$ 2,811.25	\$ 463.81	\$ 978.73	\$ 0.00	\$ 2,296.33
500	DONATION	\$ 25,153.30	\$ 0.00	\$ 0.00	\$ 0.00	\$ 25,153.30
501	Staff Conc Proceeds	\$ 1,071.79	\$ 593.10	\$ 129.62	\$ 0.00	\$ 1,535.27
503	Climate Committee	\$ 0.00	\$ 910.24	\$ 263.49	\$ 0.00	\$ 646.75
505	Pender Booster Club	-\$ 383.76	\$ 229.50	\$ 249.95	\$ 0.00	-\$ 404.21
509	Scholarships	\$ 0.00	\$ 2,450.00	\$ 2,300.00	\$ 0.00	\$ 150.00
510	CONCESSIONS	\$ 43,920.57	\$ 34,439.33	\$ 27,989.67	\$ 169.53	\$ 50,539.76
525	INTEREST	-\$ 81,656.54	\$ 584.83	\$ 0.00	\$ 0.00	-\$ 81,071.71
530	FLAMES	-\$ 4,903.45	\$ 50.00	\$ 1,234.79	\$ 1,012.18	-\$ 5,076.06
535	PENDER POP MACHINE	\$ 31,578.37	\$ 11,507.05	\$ 20,773.65	\$ 0.00	\$ 22,311.77
540	PICTURE MONEY	\$ 4,287.18	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,287.18
580	CM Science Day	\$ 433.28	\$ 300.00	\$ 131.05	\$ 0.00	\$ 602.23
585	ART CLUB	\$ 932.34	\$ 120.15	\$ 387.97	\$ 0.00	\$ 664.52
620	ACTIVITY FEES	\$ 4,500.00	\$ 19.77	\$ 0.00	\$ 0.00	\$ 4,519.77
777	E-Sports	\$ 67.47	\$ 1,131.22	\$ 3,236.26	-\$ 1,175.64	-\$ 3,213.21
777-F	e-Sports Fundraising	\$ 0.00	\$ 4,174.29	\$ 2,976.84	\$ 1,198.44	\$ 2,395.89
<b>E Totals:</b>		\$ 33,422.36	\$ 58,272.79	\$ 72,314.77	-\$ 1,439.79	\$ 17,940.59
<b>F VOCATIONAL</b>						
606	FFA LEADERSHIP	\$ 39,298.95	\$ 2,467.69	\$ 2,852.86	\$ 0.00	\$ 38,913.78
610	FFA	\$ 67,573.96	\$ 82,539.64	\$ 76,796.82	\$ 0.00	\$ 73,316.78
615	FFA INSTRUCTOR	-\$ 11,017.41	\$ 0.00	\$ 160.55	\$ 0.00	-\$ 11,177.96
<b>F Totals:</b>		\$ 95,855.50	\$ 85,007.33	\$ 79,810.23	\$ 0.00	\$ 101,052.60
<b>G ADMINISTRATION</b>						
700	HOSTED CONTEST	\$ 40,076.34	\$ 19,451.01	\$ 20,192.86	-\$ 456.00	\$ 38,878.49
705	STAFF DEVELOPMENT	-\$ 4,131.74	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 4,131.74
710	STATE CONTEST	-\$ 28,845.36	\$ 1,539.00	\$ 14,815.93	\$ 0.00	-\$ 42,122.29
715	EQUIPMENT	-\$ 21,108.74	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 21,108.74
720	MISCELLANEOUS	-\$ 20,579.04	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 20,579.04
<b>G Totals:</b>		-\$ 34,588.54	\$ 20,990.01	\$ 35,008.79	-\$ 456.00	-\$ 49,063.32
<b>H INVESTMENTS</b>						
1010	CERTIFICATES OF DEPOSIT	\$ 52,894.69	\$ 0.00	\$ 0.00	\$ 0.00	\$ 52,894.69
1020	INTEREST ON CD'S	\$ 28,939.56	\$ 0.00	\$ 0.00	\$ 2,481.50	\$ 31,421.06
<b>H Totals:</b>		\$ 81,834.25	\$ 0.00	\$ 0.00	\$ 2,481.50	\$ 84,315.75

# YTD Cash Balance

Sorted by Site, Group, Activity.  
YTD through 05/31/2025.

Site ID	Site Name					
Group ID	Group Name					
Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
<b>I CO-OP ACTIVITIES</b>						
2005	Raptor JH VB	-\$ 903.18	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 903.18
2010	Raptor JH Football	-\$ 4,166.49	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 4,166.49
2015	Raptors JH Girls Basketball	\$ 174.32	\$ 0.00	\$ 0.00	\$ 0.00	\$ 174.32
2020	Raptors JH Boys Basketball	-\$ 528.42	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 528.42
2025	Raptors JH Wrestling	-\$ 3,168.58	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 3,168.58
2030	Raptors JH Track	-\$ 2,342.03	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 2,342.03
905	Raptor HS Track	-\$ 6,038.52	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 6,038.52
915	TC Thunder Bowling	-\$ 486.00	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 486.00
925	Thunder Baseball	\$ 1,471.40	\$ 16,181.23	\$ 7,524.12	\$ 0.00	\$ 10,128.51
975	Raptor Speech	-\$ 120.00	\$ 0.00	\$ 0.00	\$ 0.00	-\$ 120.00
985	Softball Co-op	-\$ 6,500.27	\$ 5,057.80	\$ 13,769.70	-\$ 3,494.53	-\$ 18,706.70
<b>I Totals:</b>		<b>-\$ 22,607.77</b>	<b>\$ 21,239.03</b>	<b>\$ 21,293.82</b>	<b>-\$ 3,494.53</b>	<b>-\$ 26,157.09</b>
<b>PPS Totals:</b>		<b>\$ 159,467.84</b>	<b>\$ 324,984.15</b>	<b>\$ 338,316.20</b>	<b>\$ 2,331.50</b>	<b>\$ 148,467.29</b>
<b>Report Totals:</b>		<b>\$ 159,467.84</b>	<b>\$ 324,984.15</b>	<b>\$ 338,316.20</b>	<b>\$ 2,331.50</b>	<b>\$ 148,467.29</b>

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2025 to 05/31/2025.

Activity ID Site ID	Activity Name Site Name	Vendor Name	Approved by	Amount
Check # Status	Issue Date Status Date	PO Number	1099? Invoice Number Description	
<hr/> <b>1000 Operations</b> <hr/>				
PPS	Pender Public Schools			
046417 Printed	05/19/2025 05/19/2025	Amazon Capital Services	No 1XYM-NXT4-9NWT	Deanna Hansen picture frames for trophy/plaque area 58.98
046417 Printed	05/19/2025 05/19/2025	Amazon Capital Services 2425141	No 1JWJ-GH13-GR4H	Deanna Hansen athletic tape & prewrap for 25/26 584.91
046417 Printed	05/19/2025 05/19/2025	Amazon Capital Services 2425141	No 1JWJ-GH13-GR4H	Deanna Hansen athletic tape & prewrap for 25/26 5.68
046421 Printed	05/19/2025 05/19/2025	First National Bank of Omaha	No DH-6740-5/25	Deanna Hansen photo for athletic dept 13.77
046445 Printed	05/22/2025 05/22/2025	NSAA	No 05222025	Deanna Hansen NSAA activity dues 1,300.00
Total for PPS - Pender Public Schools:				1,963.34
Total for 1000 - Operations:				1,963.34
<hr/> <b>115 BOYS GOLF</b> <hr/>				
PPS	Pender Public Schools			
046421 Printed	05/19/2025 05/19/2025	First National Bank of Omaha	No AF-3331-5/25	Deanna Hansen golf meet hospitality 68.04
<hr/> <b>120 FOOTBALL</b> <hr/>				
PPS	Pender Public Schools			
046436 Printed	05/19/2025 05/19/2025	Ridell / All American Sports Corp	No 952292205	Deanna Hansen helmet conditioning 2,843.25
046438 Printed	05/19/2025 05/19/2025	Sideline Power 2425163	Yes 20881	Deanna Hansen Football Headsets 2,340.00
Total for PPS - Pender Public Schools:				5,183.25
Total for 120 - FOOTBALL:				5,183.25
<hr/> <b>120-F Football Fundraising</b> <hr/>				
PPS	Pender Public Schools			
046431 Printed	05/19/2025 05/19/2025	Pender Ace Hardware	No 57811	Deanna Hansen softener salt 4,774.77

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2025 to 05/31/2025.

Activity ID Site ID	Activity Name Site Name	Vendor Name	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>125 GIRLS BASKETBALL</b> <hr/>						
PPS	Pender Public Schools					
046441 Printed	05/19/2025 05/19/2025	Cabana Banners	No	617800	Deanna Hansen GBB back-to-back banner	340.00
<hr/> <b>125-F Girls Basketball Fundraising</b> <hr/>						
PPS	Pender Public Schools					
046421 Printed	05/19/2025 05/19/2025	First National Bank of Omaha 2425156	No	JD-8509-5/25	Deanna Hansen Entry Fee - Midwest Basketball Showcase	309.00
046421 Printed	05/19/2025 05/19/2025	First National Bank of Omaha 2425170	No	JD-8509-5/25	Deanna Hansen NCA All Star Game Registration	260.00
046447 Printed	05/22/2025 05/22/2025	Andy Imus 2425191	No	05222025gbb	Deanna Hansen Boone Central Team Camp - GBB	350.00
046448 Printed	05/22/2025 05/22/2025	Ryan Psota 2425192	No	05222025gbb	Deanna Hansen Pius GBB League	350.00
Total for PPS - Pender Public Schools:						1,269.00
Total for 125-F - Girls Basketball Fundraising:						1,269.00
<hr/> <b>135 HS TRACK</b> <hr/>						
PPS	Pender Public Schools					
046417 Printed	05/19/2025 05/19/2025	Amazon Capital Services 2425153	No	1J76-RMFT-4CFH	Deanna Hansen TRACK EQUIPMENT	14.50
046417 Printed	05/19/2025 05/19/2025	Amazon Capital Services 2425153	No	1J76-RMFT-4CFH	Deanna Hansen TRACK EQUIPMENT	381.65
046434 Printed	05/19/2025 05/19/2025	Port-A-Johns	No	25-1573	Deanna Hansen portable restrooms at PSC	75.00
Total for PPS - Pender Public Schools:						471.15
Total for 135 - HS TRACK:						471.15
<hr/> <b>150 JH TRACK</b> <hr/>						
PPS	Pender Public Schools					
046357 Void	04/14/2025 05/01/2025	Lyons-Decatur Northeast Public School	No	0142025tr	Deanna Hansen April 24 track entry fee	-150.00

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2025 to 05/31/2025.

Activity ID Site ID	Activity Name Site Name	Check # Status	Issue Date Status Date	Vendor Name PO Number	1099? Invoice Number	Approved by Description	Amount
<hr/> <b>165</b> VOLLEYBALL <hr/>							
PPS	Pender Public Schools						
046425 Printed	05/19/2025 05/19/2025	Hauff Mid-America Sports		No	171263	Deanna Hansen volleyball antennae	507.50
<hr/> <b>165-F</b> Volleyball Fundraising <hr/>							
PPS	Pender Public Schools						
046428 Printed	05/19/2025 05/19/2025	Mayer Signs 2425180		No	051925vb	Deanna Hansen hole sponsor signs	408.00
<hr/> <b>170-F</b> HS Wrestling Fundraising <hr/>							
PPS	Pender Public Schools						
046444 Printed	05/22/2025 05/22/2025	Cally Tejkl		No	05222025wrf	Deanna Hansen summer WR camp fee refund	150.00
<hr/> <b>175</b> WEIGHT LIFTING <hr/>							
PPS	Pender Public Schools						
046417 Printed	05/19/2025 05/19/2025	Amazon Capital Services 2425169		No	1MG9-NT43- L16T	Deanna Hansen Movemint MOVEMINT 33ft Speed Bungee	330.00
<hr/> <b>185-F</b> Cross County Fundraising <hr/>							
PPS	Pender Public Schools						
046421 Printed	05/19/2025 05/19/2025	First National Bank of Omaha 2425166		No	DK-1438-5/25	Deanna Hansen CC Awards	153.55
<hr/> <b>290</b> CLASS OF 2026 <hr/>							
PPS	Pender Public Schools						
046421 Printed	05/19/2025 05/19/2025	First National Bank of Omaha 2425107		No	LJ-4921-5/25	Deanna Hansen Prom - Ice cream & toppings pop, snacks	200.00
046421 Printed	05/19/2025 05/19/2025	First National Bank of Omaha 2425107		No	LJ-4921-5/25	Deanna Hansen Prom - Ice cream & toppings pop, snacks	2.24
Total for PPS - Pender Public Schools:							202.24
Total for 290 - CLASS OF 2026:							202.24

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2025 to 05/31/2025.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>294</b> <b>Class of 2025</b> <hr/>						
PPS	Pender Public Schools					
046411 Void	05/09/2025 05/09/2025	Countryside Photography	No	2325	Deanna Hansen 2025 class composite	-315.00
046411 Void	05/09/2025 05/09/2025	Countryside Photography	No	2325	Deanna Hansen 2025 class composite	315.00
046435 Printed	05/19/2025 05/19/2025	Puckett Florist	No	2025	Deanna Hansen Senior Flowers	236.25
Total for PPS - Pender Public Schools:						236.25
Total for 294 - Class of 2025:						236.25
<hr/> <b>315</b> <b>INSTRUMENTAL</b> <hr/>						
PPS	Pender Public Schools					
046426 Printed	05/19/2025 05/19/2025	J.W. Pepper & Son, Inc.	No	367501756	Deanna Hansen Pieces needed for honor band	40.00
<hr/> <b>315-F</b> <b>Instrumental Music Fundraising</b> <hr/>						
PPS	Pender Public Schools					
046399 Printed	05/02/2025 05/02/2025	James Kordik	No	050225inst	Deanna Hansen May 5 Elem Honor Band Clinician	600.00
046400 Printed	05/02/2025 05/02/2025	Michael Sindt	No	050225inst	Deanna Hansen May 5 Elem Honor Band Clinician	600.00
046401 Printed	05/02/2025 05/02/2025	Eric Snyder	No	050225inst	Deanna Hansen May 5 Elem Honor Band Clinician	600.00
046410 Printed	05/09/2025 05/09/2025	Abante Graphics	No	155397	Deanna Hansen elem honor band tshirts	2,366.00
Total for PPS - Pender Public Schools:						4,166.00
Total for 315-F - Instrumental Music Fundraising:						4,166.00
<hr/> <b>335</b> <b>NATIONAL HONOR SOCIETY</b> <hr/>						
PPS	Pender Public Schools					
046433 Printed	05/19/2025 05/19/2025	Pender Petty Cash Fund	No	3365-4/28/25	Deanna Hansen drycleaning NHS stoles	75.40

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2025 to 05/31/2025.

Activity ID Site ID	Activity Name Site Name	Check # Status	Issue Date Status Date	Vendor Name PO Number	1099? Invoice Number	Approved by Description	Amount
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## 345 STUDENT COUNCIL

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PPS		Pender Public Schools					
046404 Printed	05/05/2025 05/05/2025	Maya Dolliver	No	050525stuco		Deanna Hansen 2025 Student Council scholarship	100.00
046405 Printed	05/05/2025 05/05/2025	Owen Kneifl	No	050525stuco		Deanna Hansen 2025 Student Council scholarship	100.00
046406 Printed	05/05/2025 05/05/2025	Sean Krusemark	No	050525stuco		Deanna Hansen 2025 Student Council scholarship	100.00
046407 Printed	05/05/2025 05/05/2025	Alex Roth	No	050525stuco		Deanna Hansen 2025 Student Council scholarship	100.00
Total for PPS - Pender Public Schools:							400.00
Total for 345 - STUDENT COUNCIL:							400.00

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## 365 CLOSE-UP

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PPS		Pender Public Schools					
046417 Printed	05/19/2025 05/19/2025	Amazon Capital Services	No	1L7W-XXV4-4DK7		Deanna Hansen CANDY FOR BUNNY BAGS	96.89
046432 Printed	05/19/2025 05/19/2025	Pepsi-Cola of Siouxland, Inc. 2425155	No	47470		Deanna Hansen pop for bunny bags	387.20
Total for PPS - Pender Public Schools:							484.09
Total for 365 - CLOSE-UP:							484.09

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## 370 MUSICAL

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PPS		Pender Public Schools					
046420 Printed	05/19/2025 05/19/2025	Alayna Beutler 2425176	Yes	2025musical		Deanna Hansen Musical Picture	8.00
046420 Printed	05/19/2025 05/19/2025	Alayna Beutler 2425176	Yes	2025musical		Deanna Hansen Musical Picture	62.22
Total for PPS - Pender Public Schools:							70.22
Total for 370 - MUSICAL:							70.22

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## 445 MISCELLANEOUS

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PPS		Pender Public Schools					
046446 Printed	05/22/2025 05/22/2025	Nebraska Coaches Association	No	05252025dues		Deanna Hansen 2025-26 NCA dues	1,525.00

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2025 to 05/31/2025.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>450 F&amp;R Sponsor Pd by District</b> <hr/>						
PPS	Pender Public Schools					
046421 Printed	05/19/2025 05/19/2025	First National Bank of Omaha	No	AC-9948-5/25	Deanna Hansen bank card	35.85
046421 Printed	05/19/2025 05/19/2025	First National Bank of Omaha	No	CV-4784-5/25	Deanna Hansen bank card	244.59
046442 Printed	05/22/2025 05/22/2025	Frontier Bank	No	05222025	Deanna Hansen meal money, state boys golf	52.00
Total for PPS - Pender Public Schools:						332.44
Total for 450 - F&R Sponsor Pd by District:						332.44
<hr/> <b>503 Climate Committee</b> <hr/>						
PPS	Pender Public Schools					
046417 Printed	05/19/2025 05/19/2025	Amazon Capital Services	No	1K3Y-9DXH-4D4V	Deanna Hansen glasses and syrups	90.53
046417 Printed	05/19/2025 05/19/2025	Amazon Capital Services	No	1K3Y-9DXH-4D4V	Deanna Hansen glasses and syrups	12.22
046443 Printed	05/22/2025 05/22/2025	Brianna Gaer	No	05222025	Deanna Hansen reimbursement-climate comm	68.92
Total for PPS - Pender Public Schools:						171.67
Total for 503 - Climate Committee:						171.67
<hr/> <b>509 Scholarships</b> <hr/>						
PPS	Pender Public Schools					
046403 Printed	05/02/2025 05/02/2025	Owen Kneifl	No	050225sch	Deanna Hansen 2025 Ramspott Scholarship	300.00

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2025 to 05/31/2025.

Activity ID	Activity Name	Vendor Name	Approved by	Amount
Site ID	Site Name	Issue Date	Description	
Check #	Status Date	PO Number	Invoice Number	
Status		1099?		

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510      CONCESSIONS

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PPS	Pender Public Schools			
046421	05/19/2025	First National Bank of Omaha	Deanna Hansen	
Printed	05/19/2025	No	KK-9576-5/25	655.45
046432	05/19/2025	Pepsi-Cola of Siouxland, Inc.	Deanna Hansen	
Printed	05/19/2025	No	051925pop	573.25
046440	05/19/2025	Sysco Food Services, Inc.	Deanna Hansen	
Printed	05/19/2025	No	661266769	144.91
Total for PPS - Pender Public Schools:				1,373.61
Total for 510 - CONCESSIONS:				1,373.61

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535      PENDER POP MACHINE

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PPS	Pender Public Schools			
046432	05/19/2025	Pepsi-Cola of Siouxland, Inc.	Deanna Hansen	
Printed	05/19/2025	No	051925pop	437.70

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2025 to 05/31/2025.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<b>610</b>		<b>FFA</b>				
PPS	Pender Public Schools					
046412 Printed	05/09/2025 05/09/2025	FFA Convention Tour - NE Group 2425168	No	2025natffa	Deanna Hansen Pender FFA Deposit National FFA	1,125.00
046413 Printed	05/09/2025 05/09/2025	Husky Laser 2425162	No	2025plaques	Deanna Hansen Spring Banquet Plaques	289.65
046417 Printed	05/19/2025 05/19/2025	Amazon Capital Services 2425160	No	1DWY-FLFM-FWCJ	Deanna Hansen Plastic Table Covering	125.00
046417 Printed	05/19/2025 05/19/2025	Amazon Capital Services 2425160	No	1DWY-FLFM-FWCJ	Deanna Hansen Plastic Table Covering	-3.68
046421 Printed	05/19/2025 05/19/2025	First National Bank of Omaha No	No	AC-9948-5/25	Deanna Hansen bank card	141.99
046424 Printed	05/19/2025 05/19/2025	Grafton Associates/NE FFA Association 2425179	No	3960	Deanna Hansen State Horse Judging Registration	80.00
046427 Printed	05/19/2025 05/19/2025	Lorensen Lumber & Grain LLC 2425157	No	106374	Deanna Hansen Banquet Backdrop Supplies	250.00
046427 Printed	05/19/2025 05/19/2025	Lorensen Lumber & Grain LLC 2425157	No	106374	Deanna Hansen Banquet Backdrop Supplies	-51.14
046429 Printed	05/19/2025 05/19/2025	National FFA Organization 2425154	No	MDS354785	Deanna Hansen FFA Member Lives Here Signs	317.00
046431 Printed	05/19/2025 05/19/2025	Pender Ace Hardware No	No	57607	Deanna Hansen deck screws	15.99
046431 Printed	05/19/2025 05/19/2025	Pender Ace Hardware No	No	57569	Deanna Hansen stain, brushes	39.57
046437 Printed	05/19/2025 05/19/2025	Ru-De's Mart 2425174	No	78794	Deanna Hansen FFA Banquet Catering Bill	2,697.75
Total for PPS - Pender Public Schools:						5,027.13
Total for 610 - FFA:						5,027.13

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2025 to 05/31/2025.

Activity ID	Activity Name				Approved by	
Site ID	Site Name	Vendor Name	1099?	Invoice Number	Description	Amount
Check #	Issue Date	PO Number				
Status	Status Date					
<hr/>						
710	STATE CONTEST					
<hr/>						
PPS	Pender Public Schools					
046423	05/19/2025	Frontier Bank			Deanna Hansen	
Printed	05/19/2025		No	05192025st	meal money for state track	910.00
046442	05/22/2025	Frontier Bank			Deanna Hansen	
Printed	05/22/2025		No	05222025	meal money, state boys golf	325.00
Total for PPS - Pender Public Schools:						1,235.00
Total for 710 - STATE CONTEST:						1,235.00
<hr/>						
777-F	e-Sports Fundraising					
<hr/>						
PPS	Pender Public Schools					
046417	05/19/2025	Amazon Capital Services			Deanna Hansen	
Printed	05/19/2025	2425161	No	1NKY-9MX3-4QC4	gaming mouse pads	52.21
046417	05/19/2025	Amazon Capital Services			Deanna Hansen	
Printed	05/19/2025	2425161	No	1NKY-9MX3-4QC4	gaming mouse pads	95.88
Total for PPS - Pender Public Schools:						148.09
Total for 777-F - e-Sports Fundraising:						148.09

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2025 to 05/31/2025.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>925</b> <b>Thunder Baseball</b> <hr/>						
PPS	Pender Public Schools					
046388 Void	04/17/2025 05/01/2025	Grant Thompson	Yes	04172025BDB	Deanna Hansen April 24 vs DC West	-100.00
046389 Void	04/17/2025 05/01/2025	Mike Raynor	Yes	04172025bsb	Deanna Hansen April 24 vs DC West	-100.00
046408 Printed	05/05/2025 05/05/2025	Mike Raynor	Yes	050525bsb	Deanna Hansen May 6 vs Norfolk	100.00
046409 Printed	05/05/2025 05/05/2025	Grant Thompson	Yes	050525bsb	Deanna Hansen May 6 vs Norfolk	100.00
046414 Printed	05/09/2025 05/09/2025	Terry Mailloux	Yes	050925bsb	Deanna Hansen baseball scoreboard	120.00
046415 Printed	05/09/2025 05/09/2025	Anthony Ferg	No	050925bsb	Deanna Hansen baseball announcing & scoreboard	90.00
046416 Printed	05/09/2025 05/09/2025	Cody Volk	No	050925bsb	Deanna Hansen baseball scoreboard	15.00
046419 Printed	05/19/2025 05/19/2025	AT&T Mobility	No	287312820239X 04282025	Deanna Hansen wifi for baseball	40.00
046430 Printed	05/19/2025 05/19/2025	NSAA	No	051925bsb	Deanna Hansen District Baseball Plaque for BR	71.00
Total for PPS - Pender Public Schools:						336.00
Total for 925 - Thunder Baseball:						336.00

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**925-F**      **Thunder Baseball Fundraising**

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PPS	Pender Public Schools					
046425 Printed	05/19/2025 05/19/2025	Hauff Mid-America Sports	No	168003	Deanna Hansen warm-up tops	295.00

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**950-F**      **NEN Girls Golf Coop Fundraising**

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PPS	Pender Public Schools					
046402 Printed	05/02/2025 05/02/2025	Seward High School	No	050225sb	Deanna Hansen softball team camp reg fee	200.00

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2025 to 05/31/2025.

Activity ID	Activity Name				Approved by		
Site ID	Site Name	Vendor Name	1099?	Invoice Number	Description	Amount	
Check #	Issue Date	PO Number					
Status	Status Date						
<hr/>							
985	Softball Co-op						
<hr/>							
PPS	Pender Public Schools						
046425	05/19/2025	Hauff Mid-America Sports			Deanna Hansen		
Printed	05/19/2025	2425150	No	169304	softball supplies	806.70	
046439	05/19/2025	Staples			Deanna Hansen		
Printed	05/19/2025	2425143	No	6029845173	field striping paint for softball	133.74	
Total for PPS - Pender Public Schools:						940.44	
Total for 985 - Softball Co-op:						940.44	
<b>Grand Total :</b>						<b>33,464.88</b>	

# Receipt History

Detail report. Sorted by Site, Receipt Number.  
From 05/01/2025 to 05/31/2025.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID				Tax Amount		
Tax Name			Tax Activity		Tax Rate %				
<b>PPS Pender Public Schools</b>									
003984	05/02/2025		05-02-2025		staff and students	pop machine proceeds			
535	PENDER POP MACHINE						484.75	0.00	484.75
									484.75
003985	05/02/2025		05-02-2025		spectators	conc-baseball vs Omaha			
510	CONCESSIONS						20.10	0.00	20.10
530-F	Flames Fundraising						13.40	0.00	13.40
									33.50
003986	05/02/2025		05-02-2025		spectators	gate-baseball vs Omaha			
925	Thunder Baseball						30.00	0.00	30.00
									30.00
003987	05/05/2025		05/05/2025		spectators	conc-Musical			
510	CONCESSIONS						1,038.94	0.00	1,038.94
370	MUSICAL						692.62	0.00	692.62
									1,731.56
003988	05/05/2025		05/05/2025		spectators	gate-musical			
370	MUSICAL						2,253.00	0.00	2,253.00
									2,253.00
003989	05/05/2025		05/05/2025		Hauff Sports	clothing sales proceeds			
925-F	Thunder Baseball Fundraising						21.00	0.00	21.00
									21.00
003990	05/05/2025		05/05/2025		Wakefield	golf entry fee			
115	BOYS GOLF						75.00	0.00	75.00
									75.00
003991	05/05/2025		05/05/2025		North Bend	elem honor band reg fee			
315-F	Instrumental Music Fundraising						930.00	0.00	930.00
									930.00
003992	05/05/2025		05/05/2025		parents	Youth VB camp reg fees			
165-F	Volleyball Fundraising						180.00	0.00	180.00
									180.00
003993	05/05/2025		05/05/2025		Bank of America/Ramspott	Ramspott Scholarship			
509	Scholarships						300.00	0.00	300.00
									300.00
003994	05/05/2025		05/05/2025		parent	youth softball hitting camp			
950-F	NEN Girls Golf Coop Fundraising						20.00	0.00	20.00
									20.00
003995	05/05/2025		05/05/2025		Jensen	salt sales			
120-F	Football Fundraising						60.00	0.00	60.00
									60.00
003996	05/05/2025		05/05/2025		Box Tops	boxtop receipts			
420	Elementary Box Top Money						9.50	0.00	9.50

# Receipt History

Detail report. Sorted by Site, Receipt Number.  
From 05/01/2025 to 05/31/2025.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID				Amount	Tax Amount	Amount
Tax Name	Tax Activity			Tax Rate %			Amount	Tax Amount	Amount
						Total For 003996:			9.50
003997	05/05/2025		05/05/2025		Ponca, Howells, Clarkson	elem honor band reg fee			
315-F	Instrumental Music Fundraising						1,860.00	0.00	1,860.00
						Total For 003997:			1,860.00
003998	05/05/2025		05/05/2025		Wakefield, Wayne, Stanton	elem honor band reg fee			
315-F	Instrumental Music Fundraising						3,540.00	0.00	3,540.00
						Total For 003998:			3,540.00
003999	05/13/2025		05/13/2025		staff and students	pop machine proceeds			
535	PENDER POP MACHINE						430.00	0.00	430.00
						Total For 003999:			430.00
004000	05/13/2025		05/13/2025		spectators	gate-baseball vs Norfolk			
925	Thunder Baseball						175.00	0.00	175.00
						Total For 004000:			175.00
004001	05/13/2025		05/13/2025		spectators	conc-baseball vs Norfolk			
510	CONCESSIONS						100.20	0.00	100.20
321	Speech						66.80	0.00	66.80
						Total For 004001:			167.00
004002	05/13/2025		05/13/2025		spectators	gate-Elem Honor Band			
315-F	Instrumental Music Fundraising						1,000.87	0.00	1,000.87
						Total For 004002:			1,000.87
004003	05/13/2025		05/13/2025		spectators	conc-Elem Honor Band			
510	CONCESSIONS						1,003.35	0.00	1,003.35
315	INSTRUMENTAL						668.90	0.00	668.90
						Total For 004003:			1,672.25
004004	05/13/2025		05/13/2025		Keena Koehlmoos (cash)	reimbursement-KK-conc			
510	CONCESSIONS						300.00	0.00	300.00
						Total For 004004:			300.00
004005	05/13/2025		05/13/2025		student	lock replacement			
1000	Operations						5.00	0.00	5.00
						Total For 004005:			5.00
004006	05/13/2025		05/13/2025		student	band tshrit sales			
315-F	Instrumental Music Fundraising						10.00	0.00	10.00
						Total For 004006:			10.00
004007	05/13/2025		05/13/2025		Cadwallader	sale of print & frame			
585	ART CLUB						50.00	0.00	50.00
						Total For 004007:			50.00
004008	05/13/2025		05/13/2025		Lyons & cash	elem honor band reg fee			
315-F	Instrumental Music Fundraising						369.00	0.00	369.00
						Total For 004008:			369.00
004009	05/13/2025		05/13/2025		parents	Elem VB Camp reg fees			
165-F	Volleyball Fundraising						300.00	0.00	300.00

# Receipt History

Detail report. Sorted by Site, Receipt Number.  
From 05/01/2025 to 05/31/2025.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID				Tax Amount		
Tax Name	Tax Activity			Tax Rate %					
						Total For 004009:			300.00
004010	05/13/2025		05/13/2025		Helson, Heise, Larsen,	VB golf tourny hole sponsor fees			
165-F	Volleyball Fundraising						600.00	0.00	600.00
						Total For 004010:			600.00
004011	05/13/2025		05/13/2025		Olsen, Osmond, Vinsen	WR smr camp reg fees			
170-F	HS Wrestling Fundraising						750.00	0.00	750.00
						Total For 004011:			750.00
004012	05/13/2025		05/13/2025		parents	youth SB camp reg fees			
950-F	NEN Girls Golf Coop Fundraising						40.00	0.00	40.00
						Total For 004012:			40.00
004013	05/13/2025		05/13/2025		Rutar	GBB champ ring			
125-F	Girls Basketball Fundraising						214.00	0.00	214.00
						Total For 004013:			214.00
004014	05/13/2025		05/13/2025		Koehlmoos	reimbursement (brisket)			
510	CONCESSIONS						144.91	0.00	144.91
						Total For 004014:			144.91
004015	05/16/2025		05/16/2025		students	lock replacement			
1000	Operations						15.00	0.00	15.00
						Total For 004015:			15.00
004016	05/16/2025		05/16/2025		Sanderson	FFA reimbursement			
610	FFA						70.00	0.00	70.00
						Total For 004016:			70.00
004017	05/16/2025		05/16/2025		sponsors	VB Golf Tourny sponsors			
165-F	Volleyball Fundraising						1,000.00	0.00	1,000.00
						Total For 004017:			1,000.00
004018	05/16/2025		05/16/2025		parents	youth vb camp reg fees			
165-F	Volleyball Fundraising						150.00	0.00	150.00
						Total For 004018:			150.00
004019	05/16/2025		05/16/2025		Hansen, Lander	GBB champ rings			
125-F	Girls Basketball Fundraising						642.00	0.00	642.00
						Total For 004019:			642.00
004020	05/20/2025		05/20/2025		Hansen	WR smr camp reg fees			
170-F	HS Wrestling Fundraising						150.00	0.00	150.00
						Total For 004020:			150.00
004021	05/20/2025		05/20/2025		students	youth SB camp reg fees			
950-F	NEN Girls Golf Coop Fundraising						40.00	0.00	40.00
						Total For 004021:			40.00
004022	05/20/2025		05/20/2025		parents	youth vb camp reg fees			
165-F	Volleyball Fundraising						45.00	0.00	45.00
						Total For 004022:			45.00
004023	05/20/2025		05/20/2025		BR	elem honor band reg fee			
315-F	Instrumental Music Fundraising						600.00	0.00	600.00

# Receipt History

Detail report. Sorted by Site, Receipt Number.  
From 05/01/2025 to 05/31/2025.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID				Amount	Tax Amount	Amount
Tax Name	Tax Activity			Tax Rate %			Amount	Tax Amount	Amount
							Total For 004023:		600.00
004024	05/20/2025		05/20/2025		Kinning, Roeber, Heise	GBB fundraising			
125-F	Girls Basketball Fundraising						200.00	0.00	200.00
							Total For 004024:		200.00
004025	05/20/2025		05/20/2025		students	lock replacement			
1000	Operations						20.00	0.00	20.00
							Total For 004025:		20.00
004026	05/20/2025		05/20/2025		students/parents	missing JH track shorts			
535	PENDER POP MACHINE						50.00	0.00	50.00
							Total For 004026:		50.00
004027	05/20/2025		05/20/2025		Chris Meyer	to cover NSF check			
120-F	Football Fundraising						150.00	0.00	150.00
							Total For 004027:		150.00
004028	05/22/2025		05-22-2025		staff and students	pop machine proceeds			
535	PENDER POP MACHINE						494.15	0.00	494.15
							Total For 004028:		494.15
004029	05/23/2025		05-23-2025		Gillilan	Lisa Maise scholarship receipts			
509	Scholarships						150.00	0.00	150.00
							Total For 004029:		150.00
004030	05/23/2025		05-23-2025		cash	GBB fundraising			
125-F	Girls Basketball Fundraising						100.00	0.00	100.00
							Total For 004030:		100.00
004031	05/23/2025		05-23-2025		Boutique Black Label	VB golf tourney sponsor			
165-F	Volleyball Fundraising						100.00	0.00	100.00
							Total For 004031:		100.00
004032	05/23/2025		05-23-2025		Hathaway	salt sales			
120-F	Football Fundraising						50.00	0.00	50.00
							Total For 004032:		50.00
004033	05/23/2025		05-23-2025		Stadium Sports	state track clothing sales			
135-F	HS Track & Field Fundraising						279.00	0.00	279.00
							Total For 004033:		279.00
004034	05/23/2025		05-23-2025		Buermann	FB shorts			
120	FOOTBALL						20.00	0.00	20.00
							Total For 004034:		20.00
004035	05/29/2025		05/29/2025		Eteam	eteam WR fundraiser			
170-F	HS Wrestling Fundraising						124.80	0.00	124.80
							Total For 004035:		124.80
004036	05/29/2025		05/29/2025		Hospital	VB gold tourney sponsor			
165-F	Volleyball Fundraising						100.00	0.00	100.00
							Total For 004036:		100.00
004037	05/30/2025		05/30/2025		Frontier Bank	interest earned			
525	INTEREST						55.11	0.00	55.11

# Receipt History

Detail report. Sorted by Site, Receipt Number.  
From 05/01/2025 to 05/31/2025.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID				Tax Amount		
	Tax Name		Tax Activity		Tax Rate %				
							Total For 004037:		55.11
							Site Total		22,361.40
							Report Total		22,361.40

# Pender Public Schools

## 6/25 General Fund Check Report

Check Number	Payee	Description	Amount
641719	Madison National Life Ins Co, Inc	June Payroll Liability	\$2,020.60
641720	Blue Cross Blue Shield of NE	June Payroll Liability	\$76,885.42
641721	Credit Management Services	June Payroll Liability	\$296.35
641722	Department of Revenue	June Payroll Liability	\$9,817.77
EFT	Employee Benefit Fund	June Payroll Liability	\$4,114.80
641723	Frontier Bank	June Payroll Liability	\$69,037.19
EFT	HSA Account Contributions	June Payroll Liability	\$6,610.22
641724	Nebraska School Retirement	June Payroll Liability	\$57,024.24
641725	Pender General Fund	June Payroll Liability	\$581.72
641726	Pender/Thurston Education & Community Foundation	June Payroll Liability	\$198.88
641727	Special Building Fund	June Payroll Liability	\$396.67
641728	Trustmark Voluntary Benefits	June Payroll Liability	\$1,685.77
641729	Vision Service Plan	June Payroll Liability	\$648.50
641730	ABC Mobile Storage Inv	Storage Unit Rent	\$175.00
641731	ACCO Brands Corporation	Laminating Film	\$162.36
641732	Amazon Capital Services	Accounts Payable	\$1,420.64
641733	Appeara	Rug Rental	\$112.05
641734	AT&T Mobility	MiFi Hotspot for AD	\$40.04
641735	Claussen, Allison M	Reimbursement	\$49.50
641736	CPI	Membership Renewal	\$200.00
641737	Crouch Recreational Design, Inc.	Shade Installation	\$12,050.00
641738	Cubby's	Fuel & Miscellaneous Items	\$2,922.91
641739	Educational Service Unit #1	3rd Qtr SPED Services	\$105,037.18
641740	Electronic Systems, Inc.	Fire Alarm Inspection	\$189.00
641741	Essential Screens	Background Checks	\$83.00
641742	First National Bank	Accounts Payable	\$13,674.36
641743	Follett Content Solutions LLC	Books for Library	\$740.27
641744	Frontier Bank	Accounts Payable	\$160.00
641745	Hands of Heartland	Transition Services	\$4,902.10
641746	Hometown Leasing	Copier Lease	\$1,181.28
641747	John Deere Financial	Mower Maintenance	\$571.03
641748	Matheson Tri-Gas, Inc.	Welding Gas & Bottle Rent	\$110.60
641749	Menards	Custodial & Transportation Supplies	\$433.78
641750	Office Elements	Office Furniture	\$3,225.53
641751	PanTerra Networks, Inc.	Telephone	\$1,286.39
641752	Pender Ace Hardware	Maintenance Supplies	\$936.16
641753	Pender Community Hospital	DOT Physicals	\$700.00
641754	Pender Municipal Utilities	May Usage	\$20,089.81
641755	Pender School Nutrition Fund	Reimbursement	\$2,148.01
641756	Pender-Thurston Chamber of Commerce	Chamber Bucks	\$300.00
641757	Petty Cash Fund	Reimbursement	\$620.00
641758	Pyramid School Products	Classroom Supplies	\$75.29
641759	Rays Midbell	Instrument Repair	\$247.71
641760	Relitz Repair	Van Maintenance	\$446.06
641761	Riverside Technologies, Inc.	115 Chromebooks & Google Platforms	\$34,270.00
641762	Scholastic Inc	Classroom Supplies	\$183.75
641763	School Health Corporation	2 Ear-Probe Thermometers	\$655.52
641764	School Specialty, LLC	Classroom Supplies	\$426.67
641765	Seesaw Learning, Inc.	Annual Renewal	\$2,900.00
641766	Smiths Farm Service Inc	Bus Maintenance	\$1,415.00
641767	Staples Advantage	Paper	\$7,225.85
641768	Sturek Media, Inc.	Printing	\$214.84
641769	Sundys Auto Parts	Transportation Supplies	\$35.48
641770	The Home Depot Pro	Office Supplies	\$103.87
		<b>General Fund PR Liabilities &amp; AP Total</b>	<b>\$451,039.17</b>
		<b>General Fund Payroll Total</b>	<b>\$229,466.54</b>
		<b>School Nutrition Fund Total</b>	<b>\$31,171.24</b>
		<b>Activity Fund Total</b>	<b>\$33,464.88</b>
		<b>Special Building Fund Total</b>	<b>\$46,933.46</b>
		<b>Employee Benefit Fund Total</b>	<b>\$4,149.94</b>

# Pender Public Schools

## 6/25 School Nutrition Fund Check Report

Check Number	Payee	Type	Amount
9047	Madison National Life Ins Co, Inc	June Payroll Liability	\$157.40
9048	Blue Cross Blue Shield of NE	June Payroll Liability	\$3,845.86
9049	Credit Management Services, Inc.	June Payroll Liability	\$227.46
9050	Department of Revenue	June Payroll Liability	\$185.10
EFT	Employee Benefit Fund	June Payroll Liability	\$35.14
9051	Frontier Bank	June Payroll Liability	\$1,633.78
EFT	HSA Account Contributions	June Payroll Liability	\$287.00
9052	Nebraska School Retirement	June Payroll Liability	\$1,810.30
9053	Pender General Fund	June Payroll Liability	\$78.28
9054	Pender/Thurston Education & Community Foundation	June Payroll Liability	\$0.12
9055	Trustmark Voluntary Benefits	June Payroll Liability	\$181.10
9056	Vision Service Plan	June Payroll Liability	\$74.53
9057	Amazon Capital Services	Accounts Payable	\$143.70
9058	Brent Kelly	Lunch Account Refund	\$162.90
9059	Cash-Wa Distributing Co	Food & Supplies	\$3,629.45
9060	Cubby's	Miscellaneous Groceries	\$87.06
9061	First National Bank	Silicone Hot Pads	\$72.99
9062	Gavin Gralheer	Lunch Account Refund	\$28.75
9063	Heartland Fire Protection	Annual Ansul System Inspection	\$1,439.75
9064	Hiland Dairy Foods Company, LLC	Milk & Juice Products	\$1,993.44
9065	JJ Maise	Lunch Account Refund	\$13.90
9066	Sysco Lincoln	Food & Supplies	\$8,740.93
		<b>SNF PR Liabilities &amp; AP Total</b>	<b>\$24,828.94</b>
		<b>SNF Payroll Total</b>	<b>\$6,342.30</b>
		<b>SNF Total</b>	<b>\$31,171.24</b>

# Pender Public Schools

## 6/25 Special Building Fund Check Report

Check Number	Payee	Type	Amount
1081	Jerico Construction LLC	footings at PSC	\$7,500.00
1082	Kai Brothers Landscaping, Inc.	planting 26 trees	\$2,424.23
1083	Lane's Wholesale Nursery	purchase of 26 trees for PSC	\$5,090.00
1084	Love Signs	sign for crows nest building	\$4,144.23
1085	Sand Creek Post & Beam, Inc.	timberlyne building	\$27,775.00
			<b>\$46,933.46</b>

**PENDER PUBLIC SCHOOL  
EXPENDITURE BUDGET REPORT  
June 1, 2025**

		<b>Annual Budget</b>	<b>YTD</b>	<b>Budget Balance</b>	<b>Percent Expended</b>	<b>Percent Remaining</b>
01100	Regular Education	3,719,573.00	3,157,569.78	562,003.22	84.89%	15.11%
01200	School Age Special Education	1,242,103.00	999,020.10	243,082.90	80.43%	19.57%
01300	Summer School/Driver's Ed	8,756.00	100.00	8,656.00	1.14%	98.86%
02120/30	School Counselor/Nurse	137,394.00	99,664.36	37,729.64	72.54%	27.46%
02141-02190	ESU #1 SPED Services	196,151.00	126,431.25	69,719.75	64.46%	35.54%
02200	Staff Inservice/Library	156,237.00	113,545.49	42,691.51	72.68%	27.32%
02310	Board of Education	171,557.00	36,007.97	135,549.03	20.99%	79.01%
02320	Superintendent	203,295.00	167,074.07	36,220.93	82.18%	17.82%
02330	Legal Services	10,000.00	5,662.95	4,337.05	56.63%	43.37%
02400	Principals/Student Support	458,467.00	337,981.94	120,485.06	73.72%	26.28%
02500	Fiscal Services/Technology/Administrative	286,373.00	201,568.22	84,804.78	70.39%	29.61%
02600	Custodial/Maintenance/Equipment/Safety	843,818.00	540,810.51	303,007.49	64.09%	35.91%
02700	Regular & SPED Transportation	398,165.00	196,616.03	201,548.97	49.38%	50.62%
03400	Monsanto/College Access Grants	15,500.00	-	15,500.00	0.00%	100.00%
03535	High Ability Learner Grant	4,916.00	2,934.47	1,981.53	59.69%	40.31%
06200	Title I	79,525.00	67,736.93	11,788.07	85.18%	14.82%
06310	Title II, Part A (NCLB Consolidated)	8,454.00	7,041.17	1,412.83	83.29%	16.71%
06402	IDEA Part B (611) Transportation	400.00	-	400.00	0.00%	100.00%
06408	IDEA Part B (611) Base Allocation, Birth-Age 21	35,640.00	-	35,640.00	0.00%	100.00%
06410	IDEA Enrollment/Poverty (611)	73,029.00	59,942.43	13,086.57	82.08%	17.92%
06925	Title III LEP Grant	1,493.00	-	1,493.00	0.00%	100.00%
06992	USDE REAP Grant	44,196.00	37,422.60	6,773.40	84.67%	15.33%
08000	Transfer to Hot Lunch Fund/Activity	15,000.00	-	15,000.00	0.00%	100.00%
	<i>Unused Budget Authority</i>	333,048.00	-	333,048.00	0.00%	100.00%
<b>TOTAL</b>		<b>8,443,090.00</b>	<b>6,157,130.27</b>	<b>2,285,959.73</b>	<b>72.93%</b>	<b>27.07%</b>

***Annual Budget Expenditure History***

2023-24	Budget Totals	8,237,984.00	7,121,291.46	1,116,692.54	86.44%	13.56%
2022-23	Budget Totals	7,818,861.00	6,790,468.12	1,028,392.88	86.85%	13.15%
2021-22	Budget Totals	\$7,508,470.00	\$6,263,452.58	\$1,245,017.42	83.42%	16.58%
2020-21	Budget Totals	\$6,538,920.00	\$5,899,938.08	\$638,981.92	90.23%	9.77%
2019-20	Budget Totals	\$6,362,013.00	\$5,342,082.03	\$1,019,930.97	83.97%	16.03%
2018-19	Budget Totals	\$6,210,244.00	\$5,662,504.01	\$547,739.99	91.18%	8.82%
2017-18	Budget Totals	\$6,048,238.00	\$5,378,923.13	\$669,314.87	88.93%	11.07%
2016-17	Budget Totals	\$5,913,769.00	\$5,166,861.84	\$746,907.16	87.37%	12.63%
2015-16	Budget Totals	\$5,588,969.00	\$5,034,277.10	\$554,691.90	90.08%	9.92%
2014-15	Budget Totals	\$5,512,171.00	\$5,169,685.27	\$342,485.73	93.79%	6.21%
2013-14	Budget Totals	\$5,363,779.00	\$4,495,599.46	\$868,179.54	83.81%	16.19%
2012-13	Budget Totals	\$5,181,324.00	\$4,299,804.82	\$881,519.18	82.99%	17.01%
2011-12	Budget Totals	\$5,157,330.00	\$4,326,767.92	\$830,562.08	83.90%	16.10%
2010-11	Budget Totals	\$4,608,280.00	\$3,795,098.53	\$813,181.47	82.35%	17.65%
2009-10	Budget Totals	\$4,455,210.00	\$3,674,026.34	\$781,183.66	82.47%	17.53%
2008-09	Budget Totals	\$3,849,028.00	\$3,246,620.10	\$602,407.90	84.35%	15.65%
2007-08	Budget Totals	\$3,692,279.00	\$3,247,688.62	\$444,590.38	87.96%	12.04%
2006-07	Budget Totals	\$3,677,846.00	\$3,238,808.50	\$439,037.50	88.06%	11.94%

# Pender Public Schools

## Vendor Detail Report - Amazon

Vendor	PO #	Description	Amount
Amazon Capital Services		credit memo - broken cart returned	(\$49.99)
Amazon Capital Services		INK REFILL FOR STAMPS	\$15.35
Amazon Capital Services	24/25--187	classroom supplies-composition notebooks	\$22.79
Amazon Capital Services	24/25--189	elementary supplies-stickers/Nixon	\$19.97
Amazon Capital Services	24/25--134	classroom supplies-elementary sped	\$325.23
Amazon Capital Services	24/25--135	classroom supplies-SPED-Swinton	\$36.13
Amazon Capital Services		24 5-gal buckets, hydraulic jack, mower blade sharpener	\$651.31
Amazon Capital Services	24/25--200	Elmer's Disappearing Purple School Glue Sticks	\$12.88
Amazon Capital Services	24/25--200	Fiskars 6" Big Kids Scissors	\$62.32
Amazon Capital Services	24/25--200	Kids Headphones - Noot Products	\$49.36
Amazon Capital Services	24/25--200	Post-It Flags Combo Pack	\$7.95
Amazon Capital Services	24/25--200	Shipping	\$21.98
Amazon Capital Services	24/25--246	2 Pack Extension Cord 10ft Power Strip - Surge Protector with 6 Outlets 4 USB Charging Ports, Flat Plug, Overload Protection, Wall Mount for Home Office, Dorm Room Essentials; 33 iPad chargers	\$245.36
		<b>Total</b>	<b>\$1,420.64</b>

# Pender Public Schools

## Vendor Detail Report - Amazon

Vendor	PO #	Description	Amount
First National Bank		balloons and ribbon for NSCAS awards	\$3.75
First National Bank		Blooket renewal for Gaer	\$59.88
First National Bank		Boom Learning (Liz H), Wordwall (Morgyn C) and Smallpdf (D Krusemark), Edpuzzle (Dahlman) renewals	\$42.69
First National Bank		parallels desktop for Johnson	\$74.89
First National Bank		quizlet renewal for Athey	\$39.99
First National Bank		Soundtrap renewal for Kolbeck	\$1,092.00
First National Bank		technology supplies	\$204.95
First National Bank		ice cream treats for grades 4-6 after spring sprints	\$279.08
First National Bank		lunch for Bank Teller field trip to Lincoln	\$143.79
First National Bank		supplies for elementary year-end awards	\$170.00
First National Bank		EHC Supt mtg meal	\$15.90
First National Bank		lodging-NETA Conference-Harpham	\$159.95
First National Bank		monthly time clock fee	\$73.50
First National Bank		pizza for staff appreciation lunch May 9	\$334.61
First National Bank		Popcorn for staff appreciation week	\$80.00
First National Bank		Sr Lunch on graduation day	\$184.56
First National Bank		staff appreciation week supplies	\$1,039.00
First National Bank		supplies for BBQ lunch during staff appr week	\$81.86
First National Bank		supplies for staff appreciation week	\$31.25
First National Bank		supplies for staff appreciation week	\$163.81
First National Bank		meal-State Golf	\$18.68
First National Bank		professional dues	\$435.00
First National Bank		Digital Inspiration app for Harpham	\$79.95
First National Bank		shipping on chrome books sent to Rick's for repair	\$38.39
First National Bank		van fuel - boys golf	\$134.10
First National Bank		van fuel - track	\$120.07
First National Bank	24/25--240	UFLI - Reading intervention book by Ventriss Learning	\$90.00
First National Bank	24/25--241	Standard planners for JH & SH	\$99.71
First National Bank	24/25--244	Partitions for Elementary Restrooms	\$8,383.00
<b>Sub Total</b>			<b>\$13,674.36</b>

**Pender Municipal Utility Bills/Averages**

<b>Year</b>	<b>Month</b>	<b>Natural Gas</b>	<b>Electricity</b>	<b>FB Elec/Water</b>	<b>Water/Sewer</b>	<b>Total</b>
2025	January	\$ 6,981.36	\$ 10,492.41	\$ 194.61	\$ 460.10	\$ 18,128.48
2025	February	\$ 6,784.60	\$ 9,978.89	\$ 194.61	\$ 515.58	\$ 17,473.68
2025	March	\$ 3,568.98	\$ 10,228.59	\$ 194.49	\$ 406.97	\$ 14,399.03
2025	April	\$ 4,020.97	\$ 11,695.58	\$ 924.83	\$ 432.74	\$ 17,074.12
2025	May	\$ 843.03	\$ 16,105.30	\$ 2,897.63	\$ 243.55	\$ 20,089.51
2025	June					\$ -
2025	July					\$ -
2025	August					\$ -
2025	September					\$ -
2025	October					\$ -
2025	November					\$ -
2025	December					\$ -
2025	<b>TOTAL</b>	<b>\$ 22,198.94</b>	<b>\$ 58,500.77</b>	<b>\$ 4,406.17</b>	<b>\$ 2,058.94</b>	<b>\$ 87,164.82</b>
2025	<b>MO. AVERAGE</b>	<b>\$ 4,439.79</b>	<b>\$ 11,700.15</b>	<b>\$ 881.23</b>	<b>\$ 411.79</b>	<b>\$ 17,432.96</b>
<b>Year</b>	<b>Month</b>	<b>Natural Gas</b>	<b>Electricity</b>	<b>FB Elec/Water</b>	<b>Water/Sewer</b>	<b>Total</b>
2024	January	\$ 8,370.85	\$ 9,103.85	\$ 161.90	\$ 297.06	\$ 17,933.66
2024	February	\$ 5,473.94	\$ 10,480.70	\$ 160.67	\$ 431.98	\$ 16,547.29
2024	March	\$ 6,330.75	\$ 9,832.51	\$ 120.95	\$ 437.59	\$ 16,721.80
2024	April	\$ 4,464.93	\$ 10,936.59	\$ 734.91	\$ 360.71	\$ 16,497.14
2024	May	\$ 2,045.45	\$ 13,604.66	\$ 616.05	\$ 335.46	\$ 16,601.62
2024	June	\$ 1,085.01	\$ 13,290.27	\$ 1,029.65	\$ 228.94	\$ 15,633.87
2024	July	\$ 1,155.48	\$ 14,022.09	\$ 1,308.42	\$ 244.97	\$ 16,730.96
2024	August	\$ 1,423.15	\$ 16,537.60	\$ 1,270.55	\$ 313.63	\$ 19,544.93
2024	September	\$ 1,510.62	\$ 17,002.78	\$ 644.58	\$ 428.83	\$ 19,586.81
2024	October	\$ 2,293.74	\$ 15,491.21	\$ 883.98	\$ 419.36	\$ 19,088.29
2024	November	\$ 2,624.90	\$ 10,977.92	\$ 194.98	\$ 419.30	\$ 14,217.10
2024	December	\$ 6,284.09	\$ 9,965.41	\$ 194.85	\$ 457.69	\$ 16,902.04
2024	<b>TOTAL</b>	<b>\$ 43,062.91</b>	<b>\$ 151,245.59</b>	<b>\$ 7,321.49</b>	<b>\$ 4,375.52</b>	<b>\$ 206,005.51</b>
2024	<b>MO. AVERAGE</b>	<b>\$ 3,588.58</b>	<b>\$ 12,603.80</b>	<b>\$ 610.12</b>	<b>\$ 364.63</b>	<b>\$ 17,167.13</b>
<b>Year</b>	<b>Month</b>	<b>Natural Gas</b>	<b>Electricity</b>	<b>FB Elec/Water</b>	<b>Water/Sewer</b>	<b>Total</b>
2023	January	\$ 4,718.83	\$ 8,192.30	\$ 160.55	\$ 290.29	\$ 13,361.97
2023	February	\$ 3,695.79	\$ 10,265.66	\$ 162.63	\$ 413.65	\$ 14,537.73
2023	March	\$ 8,474.60	\$ 7,757.32	\$ 199.46	\$ 275.05	\$ 16,706.43
2023	April	\$ 2,212.75	\$ 11,056.43	\$ 1,000.15	\$ 374.43	\$ 14,643.76
2023	May	\$ 1,043.77	\$ 12,075.52	\$ 1,343.01	\$ 317.39	\$ 14,779.69
2023	June	\$ 681.42	\$ 13,357.99	\$ 1,459.13	\$ 249.85	\$ 15,748.39
2023	July	\$ 969.11	\$ 12,710.30	\$ 1,569.31	\$ 247.43	\$ 15,496.15
2023	August	\$ 950.09	\$ 15,089.12	\$ 718.67	\$ 268.73	\$ 17,026.61
2023	September	\$ 1,558.42	\$ 14,996.79	\$ 1,654.62	\$ 406.28	\$ 18,616.11

2023	October	\$ 1,946.63	\$ 12,231.82	\$ 516.88	\$ 445.81	\$ 15,141.14
2023	November	\$ 3,534.57	\$ 10,269.11	\$ 160.55	\$ 354.47	\$ 14,318.70
2023	December	\$ 4,665.77	\$ 9,020.66	\$ 159.57	\$ 375.83	\$ 14,221.83
<b>2023</b>	<b>TOTAL</b>	<b>\$ 34,451.75</b>	<b>\$ 137,023.02</b>	<b>\$ 9,104.53</b>	<b>\$ 4,019.21</b>	<b>\$ 184,598.51</b>
<b>2023</b>	<b>MO. AVERAGE</b>	<b>\$ 2,870.98</b>	<b>\$ 11,418.59</b>	<b>\$ 758.71</b>	<b>\$ 334.93</b>	<b>\$ 15,383.21</b>
2022	January	\$ -	\$ 8,777.18	\$ 120.25	\$ 332.89	\$ 9,230.32
2022	February	\$ -	\$ 9,597.06	\$ 120.25	\$ 377.09	\$ 10,094.40
2022	March	\$ 1,215.93	\$ 8,917.77	\$ 120.25	\$ 377.05	\$ 10,631.00
2022	April	\$ 2,678.22	\$ 9,604.55	\$ 120.25	\$ 364.95	\$ 12,767.97
2022	May	\$ 1,711.88	\$ 11,861.38	\$ 120.25	\$ 566.94	\$ 14,260.45
2022	June	\$ 1,869.69	\$ 13,652.51	\$ 110.97	\$ 465.42	\$ 16,098.59
2022	July	\$ 1,419.76	\$ 13,750.49	\$ 392.56	\$ 201.52	\$ 15,764.33
2022	August	\$ 1,599.23	\$ 14,104.83	\$ 244.52	\$ 262.94	\$ 16,211.52
2022	September	\$ 1,074.73	\$ 15,148.59	\$ 120.25	\$ 389.79	\$ 16,733.36
2022	October	\$ 1,720.93	\$ 10,626.04	\$ 308.86	\$ 311.33	\$ 12,967.16
2022	November	\$ 4,174.33	\$ 11,008.94	\$ 161.28	\$ 353.94	\$ 15,698.49
2022	December	\$ 6,327.96	\$ 8,878.96	\$ 162.02	\$ 322.64	\$ 15,691.58
<b>2022</b>	<b>TOTAL</b>	<b>\$ 23,792.66</b>	<b>\$ 135,928.30</b>	<b>\$ 2,101.71</b>	<b>\$ 4,326.50</b>	<b>\$ 166,149.17</b>
<b>2022</b>	<b>MO. AVERAGE</b>	<b>\$ 1,982.72</b>	<b>\$ 11,327.36</b>	<b>\$ 175.14</b>	<b>\$ 360.54</b>	<b>\$ 13,845.76</b>
2021	January	\$ 3,957.78	\$ 8,355.79		\$ 621.06	\$ 12,934.63
2021	February	\$ 25,194.50	\$ 8,679.26		\$ 405.43	\$ 34,279.19
2021	March	\$ 2,092.81	\$ 7,457.02		\$ 407.77	\$ 9,957.60
2021	April	\$ 1,433.47	\$ 8,274.42		\$ 415.93	\$ 10,123.82
2021	May	\$ 1,047.04	\$ 9,846.53		\$ 857.23	\$ 11,750.80
2021	June	\$ 375.81	\$ 9,530.50		\$ 339.15	\$ 10,245.46
2021	July	\$ 1,363.76	\$ 11,219.27		\$ 319.51	\$ 12,902.54
2021	August	\$ 577.59	\$ 13,814.82		\$ 348.73	\$ 14,741.14
2021	September	\$ 821.77	\$ 14,365.94		\$ 397.04	\$ 15,584.75
2021	October	\$ -	\$ 10,565.97	\$ 96.74	\$ 455.17	\$ 11,117.88
2021	November	\$ -	\$ 10,555.75	\$ 120.25	\$ 360.66	\$ 11,036.66
2021	December	\$ -	\$ 8,460.84	\$ 120.25	\$ 349.46	\$ 8,930.55
<b>2021</b>	<b>TOTAL</b>	<b>\$ 36,864.53</b>	<b>\$ 121,126.11</b>	<b>\$ 337.24</b>	<b>\$ 5,277.14</b>	<b>\$ 163,605.02</b>
<b>2021</b>	<b>MO. AVERAGE</b>	<b>\$ 3,072.04</b>	<b>\$ 10,093.84</b>	<b>\$ 28.10</b>	<b>\$ 439.76</b>	<b>\$ 13,633.75</b>
2020	January	\$ 833.43	\$ 9,987.27	-	\$ 312.00	\$ 11,132.70
2020	February	\$ 3,380.48	\$ 11,939.74	-	\$ 364.00	\$ 15,684.22
2020	March	\$ 1,396.63	\$ 7,154.90	-	\$ 263.25	\$ 8,814.78
2020	April	\$ 2,528.20	\$ 8,214.10	-	\$ 196.75	\$ 10,939.05
2020	May	\$ 1,347.43	\$ 8,715.86	\$ 144.82	\$ 358.75	\$ 10,566.86
2020	June	\$ 533.13	\$ 9,227.51		\$ 750.75	\$ 10,511.39
2020	July	\$ 623.73	\$ 9,929.69		\$ 1,279.50	\$ 11,832.92
2020	August	\$ 609.93	\$ 9,703.04		\$ 299.25	\$ 10,612.22
2020	September	\$ 800.97	\$ 11,125.87	\$ 366.82	\$ 2,018.00	\$ 14,311.66

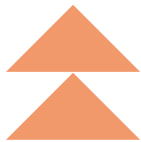
2020	October	\$ 1,277.77	\$ 8,776.44	\$ 272.62	\$ 676.50	\$ 11,003.33
2020	November	\$ 2,353.90	\$ 8,231.88	\$ -	\$ 342.00	\$ 10,927.78
2020	December	\$ 3,029.59	\$ 7,311.78		\$ 298.75	\$ 10,640.12
<b>2020</b>	<b>TOTAL</b>	<b>\$ 18,715.19</b>	<b>\$ 110,318.08</b>	<b>\$ 784.26</b>	<b>\$ 7,159.50</b>	<b>\$ 136,977.03</b>
<b>2020</b>	<b>MO. AVERAGE</b>	<b>\$ 1,559.60</b>	<b>\$ 9,193.17</b>	<b>\$ 65.36</b>	<b>\$ 596.63</b>	<b>\$ 11,414.75</b>
2019	January	\$ 10,774.68	\$ 8,288.12	-	\$ 202.16	\$ 19,264.96
2019	February	\$ 7,100.55	\$ 11,406.80	-	\$ 229.41	\$ 18,736.76
2019	March	\$ 4,610.15	\$ 9,973.56	-	\$ 217.63	\$ 14,801.34
2019	April	\$ 2,594.06	\$ 10,000.04	-	\$ 276.88	\$ 12,870.98
2019	May	\$ 1,432.03	\$ 10,607.20		\$ 264.38	\$ 12,303.61
2019	June	\$ 1,008.73	\$ 13,276.41	-	\$ 487.88	\$ 14,773.02
2019	July	\$ 725.14	\$ 15,042.24	-	\$ 187.88	\$ 15,955.26
2019	August	\$ 499.79	\$ 17,751.05	\$ 588.16	\$ 651.49	\$ 19,490.49
2019	September	\$ 1,624.23	\$ 16,535.04	-	\$ 573.63	\$ 18,732.90
2019	October	\$ 2,157.59	\$ 9,469.36	\$ 244.17	\$ 771.38	\$ 12,642.50
2019	November	\$ 2,741.68	\$ 9,540.09	-	\$ 371.38	\$ 12,653.15
2019	December	\$ 2,487.36	\$ 9,348.48	-	\$ 300.25	\$ 12,136.09
<b>2019</b>	<b>TOTAL</b>	<b>\$ 37,755.99</b>	<b>\$ 141,238.39</b>	<b>\$ 832.33</b>	<b>\$ 4,534.35</b>	<b>\$ 184,361.06</b>
<b>2019</b>	<b>MO. AVERAGE</b>	<b>\$ 3,146.33</b>	<b>\$ 11,769.87</b>	<b>\$ 69.36</b>	<b>\$ 377.86</b>	<b>\$ 15,363.42</b>
2018	January	\$ 5,001.75	\$ 7,451.47	-	\$ 209.53	\$ 12,662.75
2018	February	\$ 5,370.79	\$ 9,590.51	-	\$ 234.36	\$ 15,195.66
2018	March	\$ 2,174.37	\$ 7,499.34	-	\$ 198.94	\$ 9,872.65
2018	April	\$ 2,295.44	\$ 9,351.20	-	\$ 211.94	\$ 11,858.58
2018	May	\$ 910.46	\$ 10,241.04	-	\$ 188.88	\$ 11,340.38
2018	June	\$ 838.26	\$ 11,506.40	-	\$ 177.21	\$ 12,521.87
2018	July	\$ 959.19	\$ 14,680.50	-	\$ 169.66	\$ 15,809.35
2018	August	\$ 1,121.25	\$ 12,842.28	-	\$ 192.89	\$ 14,156.42
2018	September	\$ 1,699.76	\$ 15,711.84	-	\$ 264.92	\$ 17,676.52
2018	October	\$ 2,462.96	\$ 11,956.49	-	\$ 252.53	\$ 14,671.98
2018	November	\$ 888.13	\$ 8,969.72	-	\$ 259.53	\$ 10,117.38
2018	December	\$ 1,175.19	\$ 12,706.84	-	\$ 295.63	\$ 14,177.66
<b>2018</b>	<b>TOTAL</b>	<b>\$ 24,897.55</b>	<b>\$ 132,507.63</b>	<b>\$ -</b>	<b>\$ 2,656.02</b>	<b>\$ 160,061.20</b>
<b>2018</b>	<b>MO. AVERAGE</b>	<b>\$ 2,074.80</b>	<b>\$ 11,042.30</b>	<b>\$ -</b>	<b>\$ 221.34</b>	<b>\$ 13,338.43</b>
2017	January	\$ 6,707.40	\$ 9,908.46	-	\$ 234.14	\$ 16,850.00
2017	February	\$ 4,525.93	\$ 9,904.53	-	\$ 210.03	\$ 14,640.49
2017	March	\$ 3,142.99	\$ 10,122.67	-	\$ 205.31	\$ 13,470.97
2017	April	\$ 2,862.31	\$ 9,368.46	-	\$ 187.55	\$ 12,418.32
2017	May	\$ 741.31	\$ 11,624.57	-	\$ 176.70	\$ 12,542.58
2017	June	\$ 1,074.51	\$ 12,465.85	-	\$ 150.28	\$ 13,690.64
2017	July	\$ 152.23	\$ 9,950.98	-	\$ 163.09	\$ 10,266.30
2017	August	\$ 926.17	\$ 12,045.47	-	\$ 1,150.91	\$ 14,122.55
2017	September	\$ 1,069.01	\$ 11,049.87	\$ 226.16	\$ 501.08	\$ 12,846.12

2017	October	\$ 2,383.57	\$ 9,223.39	\$ 241.35	\$ 254.46	\$ 12,102.77
2017	November	\$ 2,602.53	\$ 7,444.70	-	\$ 180.14	\$ 10,227.37
2017	December	\$ 5,358.58	\$ 8,154.48	-	\$ 208.91	\$ 13,721.97
<b>2017</b>	<b>TOTAL</b>	<b>\$ 31,546.54</b>	<b>\$ 121,263.43</b>	<b>\$ 467.51</b>	<b>\$ 3,622.60</b>	<b>\$ 156,900.08</b>
<b>2017</b>	<b>MO. AVERAGE</b>	<b>\$ 2,628.88</b>	<b>\$ 10,105.29</b>	<b>\$ 38.96</b>	<b>\$ 301.88</b>	<b>\$ 13,075.01</b>
2016	January	6,073.86	\$ 7,528.70	-	\$ 245.18	13,847.74
2016	February	\$ 4,361.92	\$ 8,602.24	-	\$ 245.47	\$ 13,209.63
2016	March	\$ 3,431.00	\$ 9,956.54	-	\$ 233.91	\$ 13,621.45
2016	April	\$ 2,331.52	\$ 9,622.98	-	\$ 236.03	\$ 12,190.53
2016	May	\$ 1,498.91	\$ 9,151.30	-	\$ 227.75	\$ 10,877.96
2016	June	\$ 685.93	\$ 9,404.68	-	\$ 242.82	\$ 10,333.43
2016	July	\$ 658.87	\$ 10,336.45	-	\$ 253.44	\$ 11,248.76
2016	August	\$ 666.06	\$ 10,443.93	-	\$ 264.21	\$ 11,374.20
2016	September	\$ 921.35	\$ 13,303.86	\$ 215.56	\$ 232.24	\$ 14,673.01
2016	October	\$ 1,310.31	\$ 9,519.88	\$ 217.31	\$ 283.21	\$ 11,330.71
2016	November	\$ 3,018.06	\$ 10,613.91	-	\$ 266.81	\$ 13,898.78
2016	December	\$ 5,439.36	\$ 8,307.79	-	\$ 227.35	\$ 13,974.50
<b>2016</b>	<b>TOTAL</b>	<b>\$ 30,397.15</b>	<b>\$ 116,792.26</b>	<b>\$ 432.87</b>	<b>\$ 2,958.42</b>	<b>\$ 150,580.70</b>
<b>2016</b>	<b>MO. AVERAGE</b>	<b>\$ 2,533.10</b>	<b>\$ 9,732.69</b>	<b>\$ 36.07</b>	<b>\$ 246.54</b>	<b>\$ 12,548.39</b>
2015	January	\$ 4,135.29	\$ 10,177.91	-	\$ 239.39	\$ 14,552.59
2015	February	\$ 6,966.63	\$ 11,012.81	-	\$ 218.49	\$ 18,197.93
2015	March	\$ 2,171.86	\$ 9,556.07	-	\$ 209.09	\$ 11,937.02
2015	April	\$ 2,951.75	\$ 7,819.32	-	\$ 201.56	\$ 10,972.63
2015	May	\$ 1,205.32	\$ 9,811.46	-	\$ 173.42	\$ 11,190.20
2015	June	\$ 927.16	\$ 10,977.15	-	\$ 198.88	\$ 12,103.19
2015	July	\$ 729.41	\$ 12,372.63	-	\$ 152.73	\$ 13,254.77
2015	August	\$ 884.59	\$ 13,283.00	-	\$ 180.79	\$ 14,348.38
2015	September	\$ 831.27	\$ 12,844.73	-	\$ 211.80	\$ 13,887.80
2015	October	\$ 1,630.50	\$ 10,259.76	-	\$ 221.96	\$ 12,112.22
2015	November	\$ 3,406.64	\$ 9,530.58	-	\$ 219.15	\$ 13,156.37
2015	December	\$ 4,303.30	\$ 9,659.95	-	\$ 196.79	\$ 14,160.04
<b>2015</b>	<b>TOTAL</b>	<b>\$ 30,143.72</b>	<b>\$ 127,305.37</b>	<b>\$ -</b>	<b>\$ 2,424.05</b>	<b>\$ 159,873.14</b>
<b>2015</b>	<b>MO. AVERAGE</b>	<b>\$ 2,511.98</b>	<b>\$ 10,608.78</b>	<b>\$ -</b>	<b>\$ 202.00</b>	<b>\$ 13,322.76</b>



# Elementary Principals Report


June 9, 2025





# Mission Statement

The mission of the  
Pender Public School District  
is to provide quality educational opportunities  
in a safe, positive learning environment  
that motivates and challenges all students  
to become productive and responsible  
citizens.



A decorative border surrounds the central text, featuring various colorful geometric shapes and patterns. The top border includes a white star on a blue background, green and yellow triangles, a purple dot grid, and a blue and yellow triangle. The bottom border features orange triangles, a purple and blue shape, a yellow shape, a white star on a blue background, and blue triangles. The left and right borders consist of vertical bars of purple, green, blue, and orange, with a white star and purple dot grid pattern interspersed.

2024-2025

**Better**

**Together!**

*Because Success Always Takes Help*

# Professional Impact Areas

01

## Climate & Culture

Work to consistently create a positive environment for our students and staff. Continue to build a culture of excellence. Be frequently in classrooms to support that climate/culture.

02

## Purposeful Engagement

We are better together! Create opportunities for our entire PK-12 staff to work and play together.

03

## Moving Forward

What do we stand for? What is the vision as we move into the future? Build ownership in the process and trust in each other. Create leaders!

04

## Focus on Best Practices

Double down on best practices. Focus on refining and recommitting to the things that got us where we are.

Our biggest test may not come from the path we travel to success.  
Our greatest test is what we do with success once we find it.

Simon Sinek




# Workshops, Meetings & Events

## PREVIOUS EVENTS

Heartland Counseling Planning Meeting  
Phil Warrick @ ESU #1

## UPCOMING EVENTS

25-26 Planning with ESU #1 (Kellen)  
Planning with Admin Team

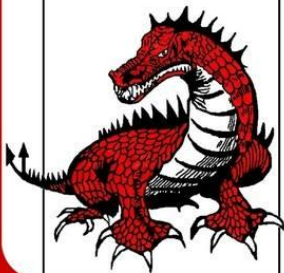


# LB 399

- ★ Dr. Martin Luther King, Jr.'s birthday (January 15, 1929)
- ★ Abraham Lincoln's birthday (February 12, 1809)
- ★ George Washington's birthday (February 22, 1732)
- ★ Memorial Day (May - the last Monday in May)
- ★ Constitution Day (September 17 - every year)
- ★ Veterans Day (November 11 - every year)
- ★ Thanksgiving Day (November - 4th Thursday in November)
- ★ Native American Heritage Day (November - the Friday after Thanksgiving)

# 4-6TH GRADE 4TH QUARTER HONOR ROLL

4TH GRADE	5TH GRADE	6TH GRADE
<ul style="list-style-type: none"> <li>• Crew Ferg</li> <li>• Kate Hansen</li> <li>• Enzo Herrera</li> <li>• Boone Jorgensen</li> <li>• Iris Martinez Bodlak</li> <li>• Amber Merrick</li> <li>• Seth Ready</li> <li>• Grayson Reha</li> <li>• Elyse Smith</li> <li>• Ashlynn Sunderman</li> <li>• Andi Svoboda</li> <li>• Finn Thomsen</li> <li>• Hayden Torczon</li> <li>• Mackoy Volk</li> <li>• Charlie Wiese</li> </ul>	<ul style="list-style-type: none"> <li>• Hailey Bargholz</li> <li>• Makenzie Breitbarth</li> <li>• Cameron Buderus</li> <li>• Garrett Christensen</li> <li>• Colby Dregalla</li> <li>• Devaney Hansen</li> <li>• Ramsey Hansen</li> <li>• Khloe Kolbeck</li> <li>• Ivy Moeller</li> <li>• Kallie Mullanix</li> <li>• Bergen Nixon</li> <li>• Tucker Pedersen</li> <li>• Lilly Rowland</li> <li>• Duke Simonsen</li> <li>• Ryekson Thompson</li> <li>• Elaina Trimble</li> <li>• Abigail Zweep</li> </ul>	<ul style="list-style-type: none"> <li>• Alexis Bach</li> <li>• Ella Bach</li> <li>• Eli Herral</li> <li>• JayCie Hetrick</li> <li>• Jaxin Holloway</li> <li>• Jovi Huntington</li> <li>• Camden Kelly</li> <li>• Dyllon Lamprecht</li> <li>• Amelia Morgan</li> <li>• Kree Morgan</li> <li>• Jace Nixon</li> <li>• Adrian Ortiz</li> <li>• Cole Reimers</li> <li>• Kindrey Robinson</li> <li>• Kolin Schrunck</li> <li>• Bentley Swanson</li> <li>• Liberty Swinton</li> <li>• Hunter Tipton</li> <li>• Kristen Trimble</li> <li>• Weston Wallin</li> <li>• Mila Wiese</li> </ul>

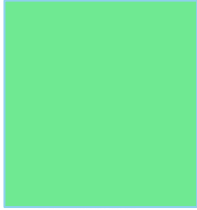


# Honor Roll

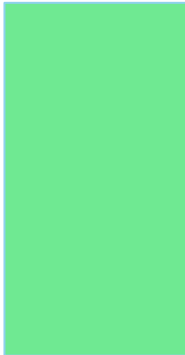
- 15/23 4th Graders
  - 65% of students
- 17/40 5th Graders
  - 43% of students
- 21/34 6th Graders
  - 62% of students

# Summer Services

**ESY – SPED  
Summer Services 2025**  
June 16-20, 23-27  
July 7-10, 14-17  
8:00 a.m. - 12:00 p.m.



**Nebraska Reads RIP/MTSS  
Summer Services 2025**  
June 16-20, 23-27  
July 7-10, 14-17  
8:00 a.m. - 12:00 p.m.



## SPED Extended School Year/ Reading Improvement Plan/MTSS Summer Schedule

**Kaelyn Svehla** - K-6 ESY  
8:00 a.m. -12:00 p.m.

**Liz Tierney** - K-6 ESY Support  
8:00 a.m. -12:00 p.m.

**Morgan Fillipi** - K-6 ESY Support  
8:00 a.m. -12:00 p.m.

**Ashley Bessmer** - RIP/MTSS Summer School  
8:00 a.m. -12:00 p.m.

**Sheila Dahlman** - RIP/MTSS Summer School  
8:00 a.m. -12:00 p.m.

**Summer Subs** - Carolyn Jensen, Kira Swinton

- Monday - Thursday
- 8:00 a.m. - 12:00 noon
- Students served 2-4 days per week depending on needs.
- June 16 - 20, 23 - 27
- July 7 - 10, 14 - 17
- Providing Services for:
  - ESY Special Education Services
  - Nebraska Reads/MTSS Summer Services



# 25-26 School Year Class Size Projections

4 Yo Preschool - 27

Kindergarten - 32

1st Grade - 33

2nd Grade - 29

3rd Grade - 29

4th Grade - 25

5th Grade - 24

6th Grade - 42

13 new students have transferred in. :)

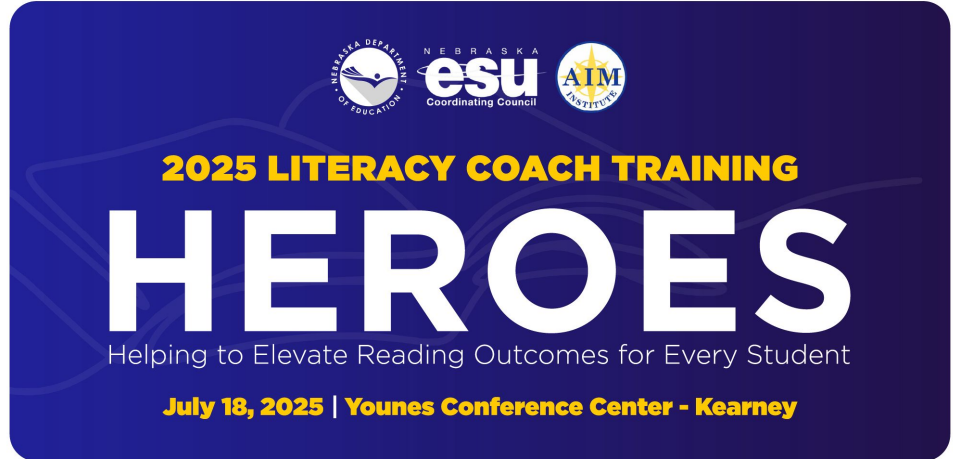





# SPED Caseload Info

K-3 SPED (Svehla)			4-6 SPED (Swinton)			7-8 SPED (Keiss)			9-12 SPED (Hinrichs)		
Student	Grade		Student	Grade		Student	Grade		Student	Grade	
1	K		1	C	4	1		7	1		9
2	K		2	S	4	2		7	2		9
3	K		3	G	5	3		7	3		9
4	1		4	Y	6	4		7	4		9
5	1		5	Z	6	5		7	5		9
6	1		6	D	6	6		7	6		9
7	1		7	K	6	7		7	7		9
8	1		8	L	6	8		7	8		9
9	1		9	S	6	9		8	9		10
10	1		10	C	6	10		8	10		10
11	2		11	iv	6	11		8	11		10
12	2		12	W	6	12		8	12		10
13	3		13	G	6	13		8	13		10
14	3		14	J	6	14		8	14		11
15	3		15	J	6	15		8	15		11
16	3		16			16		8	16		11
17	3		17			17		8	17		11
18	3		18			18		12+	18		11
19	3		19			19		K	19		11
20	3		20			20			20		12
21	3		21			21			21		12
22			22			22			22		12
23	**PM Preschool Needs 1 para** (Cortnie)		23			23			23		12
24			24			24			24		
25			25			25			25		
<b>Paraprofessionals Assigned:</b>			<b>Paraprofessionals Assigned:</b>			<b>Paraprofessionals Assigned:</b>			<b>Paraprofessionals Assigned:</b>		
Cortnie Walker			Judy Geise			Alaynna Beutler			Betty Roberts		
Tiffany Rose			Richelle Webster			Rebecca Zweep					
Jaclyn Anderson						Janet Schopke					
Morgan Fillipi						Liz Tierney					
Melinda Ruppert											
			<b>Students Needing Full Time Para Support</b>								
			<b>Students Needing Half-Time + Para Support</b>								
<b>Other Paras</b>											
Carolyn Jensen (4-5-6 Interventions)											
Tiffany Beckman (K-3 Interventions)											
Kaylinda Holloway (4YO Preschool)											

# HEROS Training

- Invite only opportunity
- 200 participants state wide
- Only for schools using Science of Reading practices
- Evidence based coaching practices
- Audra Miller and I will be attending
- Stipend, mileage and hotel are paid through NDE/Aim Institute

A dark blue banner with white and yellow text. At the top, there are three logos: the Nebraska Department of Education (NDE) logo, the Nebraska Statewide Education System (esu) logo with 'Coordinating Council' underneath, and the Aim Institute logo. Below the logos, the text '2025 LITERACY COACH TRAINING' is written in yellow. The word 'HEROES' is written in large, bold, white letters. Underneath 'HEROES', the tagline 'Helping to Elevate Reading Outcomes for Every Student' is written in white. At the bottom, the date and location 'July 18, 2025 | Younes Conference Center - Kearney' are written in yellow.

**2025 LITERACY COACH TRAINING**

**HEROES**

Helping to Elevate Reading Outcomes for Every Student

**July 18, 2025 | Younes Conference Center - Kearney**

## PENDER ELEMENTARY

Please  
Join  
Us!



Parents are  
welcome to  
attend!

4th Quarter

# PRIDE assembly

Tuesday  
May  
20th

8:15  
AM

@ Heese Event Center

On the Agenda:

- ✓ 6th Grade Completion
- ✓ MAP/NSCAS Growth Awards
- ✓ 6th Grade Video
- ✓ Attendance Awards
- ✓ C5Q Awards
- ✓ CharterWest Awards
- ✓ Health Dept. Vape Ed. Awards
- ✓ Title I/ Summer Reading Information

Elementary field Day has been cancelled  
due to predicted weather conditions!

# Last Day Fun!



# Summer To-Do's

- Elementary Schedules
- Specials Schedules
- Para Schedule
- Pre-Service Agenda
- Assessment Calendar
- Handbook Review
- Staff Development Schedule
- Promote Being a Substitute Teacher
- fLex funding Application
- Design/Order Pride Shirts
- Plan Pre-Service Staff Meeting
- Open House Plan/Theme

# **June Secondary Principal's Report**

**Pender Public Schools - 6/9/25**

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# Mission Statement

The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens.

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# LB 399

- Dr. Martin Luther King, Jr.'s birthday (January 15, 1929)
- Abraham Lincoln's birthday (February 12, 1809)
- George Washington's birthday (February 22, 1732)
- Memorial Day (May - the last Monday in May)
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- Veterans Day (November 11 - every year)
- Thanksgiving Day (November - 4th Thursday in November)
- Native American Heritage Day (November - the Friday after Thanksgiving)

# Workshops/Conferences/Meetings



## PAST

- Phil Warrick @ ESU1
- Perry Law Legal Zoom
- Option Enroll Meeting
- Heartland Counseling Zoom
- 2026 Etiquette Day Planning Meeting
- PowerSchool Zoom

## UPCOMING

- 25-26 Planning with ESU1
- Planning with Admin Team
- Cultural Connections Unity Conference

# 25-26 Class Size Projections

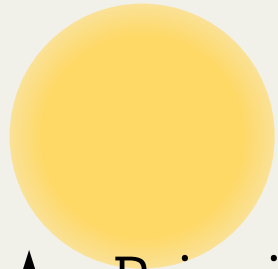


- 7th Grade - 35
- 8th Grade - 31
- Freshmen - 33
- Sophomores - 31
- Juniors - 39
- Seniors - 27

Total - 196  
(2 new students)



# 2nd Semester Honor Roll

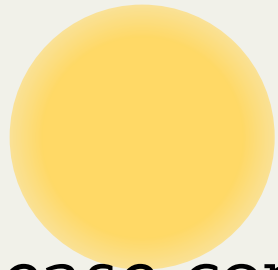


- ★ Principal's - 23 students
- ★ Scholastic - 80 students
- ★ Merit - 52 students

## Second Semester Honor Roll 24/25--High School

PRINCIPAL'S 98-100%	SCHOLASTIC 94-97%	MERIT 90-93%
Caleb Johnson-12 <sup>th</sup> Grade Sean Krusemark-12 <sup>th</sup> Grade Lane Kelly-11 <sup>th</sup> Grade Jake Schuster-11 <sup>th</sup> Grade Lydia Felber-10 <sup>th</sup> Grade McKenna Mullanix-10 <sup>th</sup> Grade Kylie Roeber-10 <sup>th</sup> Grade Grant Geisert-9 <sup>th</sup> Grade Mattilyn Trimble-9 <sup>th</sup> Grade Amaryn Bodlak-8 <sup>th</sup> Grade Briar Dutcher-8 <sup>th</sup> Grade Adyson English-8 <sup>th</sup> Grade Reese Kelly-8 <sup>th</sup> Grade Laney Timm-8 <sup>th</sup> Grade Joy Trimble-8 <sup>th</sup> Grade Marcus Dregalla-7 <sup>th</sup> Grade Laurel Felber-7 <sup>th</sup> Grade Ryker Hansen-7 <sup>th</sup> Grade Kate Kinning-7 <sup>th</sup> Grade Madison Kolbeck-7 <sup>th</sup> Grade Maria Paredes-7 <sup>th</sup> Grade Ashlyn Roeber-7 <sup>th</sup> Grade Karrigan Thompson-7 <sup>th</sup> Grade	Jaxen Breitbarth--Brodrick Crippen-12 <sup>th</sup> Grade Maya Dolliver--Anastin Geisert-12 <sup>th</sup> Grade Logan Harral--Mitchell Kelly-12 <sup>th</sup> Grade Owen Kneifl-12 <sup>th</sup> Grade Jala & Kyla Krusemark-12 <sup>th</sup> Grade Addison Maise-12 <sup>th</sup> Grade Alex Roth-12 <sup>th</sup> Grade Joshua Butts--Peyton Conroy-11 <sup>th</sup> Grade Madalyn Dolliver-11 <sup>th</sup> Grade Easton Dutcher--Reece Heineman-11 <sup>th</sup> Grade Addilynn Johnson--Ryan Krueger-11 <sup>th</sup> Grade Allie Rutar--Brandon Smith-11 <sup>th</sup> Grade Farris Swinton--Trevor Trimble-11 <sup>th</sup> Grade Paul VandeBrug--Hadley Walsh-11 <sup>th</sup> Grade Linkin Baker--Megan Breitbarth-10 <sup>th</sup> Grade Adam Cadwallader--Maddie Chen-10 <sup>th</sup> Grade Sadie Ferris--Lexi Harral-10 <sup>th</sup> Grade Giselle Holloway--James Luoma-10 <sup>th</sup> Grade Brylea Mosser--Kaylee Schroeder-10 <sup>th</sup> Grade Hope Springer--Logan Timm-10 <sup>th</sup> Grade Zander Welsh-10 <sup>th</sup> Grade River Butts--Michael Chase-Surber-9 <sup>th</sup> Grade Myra Hansen--Max Kinning-9 <sup>th</sup> Grade Samantha Kinning--Adelyn Kneifl-9 <sup>th</sup> Grade Chloe Lortz--Alexis Meeks-9 <sup>th</sup> Grade Karlie Rutar--Kolt Smith-9 <sup>th</sup> Grade Ryenne Smith Simonsen-9 <sup>th</sup> Grade Leah Sturek-9 <sup>th</sup> Grade Kenzie Briggs-8 <sup>th</sup> Grade Charlotte Christensen-8 <sup>th</sup> Grade Carson Conroy-8 <sup>th</sup> Grade Mayci Dolliver-8 <sup>th</sup> Grade Haillie Duncan--Blake Feltes-8 <sup>th</sup> Grade Kenna Finkral--Logan Hansen-8 <sup>th</sup> Grade McKayle Randall--Kamryn Robinson-8 <sup>th</sup> Grade Koopers Schrunck-8 <sup>th</sup> Grade Madi'ae Tarin--Ryann Volk-8 <sup>th</sup> Grade Autumn Walker-8 <sup>th</sup> Grade Ayla Bargholz--Chloe Ferris-7 <sup>th</sup> Grade Emmet Frazey--Andrew Peatrowsky-7 <sup>th</sup> Grade Daniele Meeks--Kylar Reha-7 <sup>th</sup> Grade Cash Reppert--Zach Roeber-7 <sup>th</sup> Grade Patience Royer--Wheeler-7 <sup>th</sup> Grade Gracelynn Ruppert-7 <sup>th</sup> Grade Kaden Schroeder-7 <sup>th</sup> Grade Zoey Seier-7 <sup>th</sup> Grade Blake Sturek-7 <sup>th</sup> Grade Shalesa Umana-7 <sup>th</sup> Grade Harrison Volk-7 <sup>th</sup> Grade Reese Walker-7 <sup>th</sup> Grade Kyson Walsh-7 <sup>th</sup> Grade	Trevor Benes-12 <sup>th</sup> Grade Zayne Briggs-12 <sup>th</sup> Grade Ashlyn Cadwallader-12 <sup>th</sup> Grade Hailey Cadwallader-12 <sup>th</sup> Grade Alexis Ferris-12 <sup>th</sup> Grade Layton Gralheer-12 <sup>th</sup> Grade Trent Hansen-12 <sup>th</sup> Grade Dylan Mahaney-12 <sup>th</sup> Grade Haeden Paeper-12 <sup>th</sup> Grade Nate Sanderson-12 <sup>th</sup> Grade Ava Smith-12 <sup>th</sup> Grade Clara Finkral-11 <sup>th</sup> Grade Sean Lawrence-11 <sup>th</sup> Grade Tyler McCauley-11 <sup>th</sup> Grade Cooper Randall-11 <sup>th</sup> Grade Jayden Rose-11 <sup>th</sup> Grade Derek Smith-11 <sup>th</sup> Grade Sage Gaer-10 <sup>th</sup> Grade Emma Grell-10 <sup>th</sup> Grell William Hult-10 <sup>th</sup> Grade Oliver Isner-10 <sup>th</sup> Grade Owen Larsen-10 <sup>th</sup> Grade Nash Morgan-10 <sup>th</sup> Grade Liam Paeper-10 <sup>th</sup> Grade Kaddo Schrunck-10 <sup>th</sup> Grade Khloe Swanson-10 <sup>th</sup> Grade Katelynn Trimble-10 <sup>th</sup> Grade Cooper Gathje-9 <sup>th</sup> Grade Bryan Godinez-9 <sup>th</sup> Grade Mia Hernandez-9 <sup>th</sup> Grade Joshua Luedert-9 <sup>th</sup> Grade Kaitlyn Mahaney-9 <sup>th</sup> Grade Quion Merrick-9 <sup>th</sup> Grade Brody Nixon-9 <sup>th</sup> Grade Dominick Ortiz-9 <sup>th</sup> Grade Jesus Paredes-9 <sup>th</sup> Grade Ashlyn Riggs-9 <sup>th</sup> Grade Shaylee Sanderson-9 <sup>th</sup> Grade Talan Beckman-8 <sup>th</sup> Grade Liam Blumenberg-Sherer-8 <sup>th</sup> Grade Noah Chen-8 <sup>th</sup> Grade Ryker Cole-8 <sup>th</sup> Grade Rhiley Crippen-8 <sup>th</sup> Grade Henco Engelbrecht-8 <sup>th</sup> Grade Will Gutzmann-8 <sup>th</sup> Grade Rowan Paeper-8 <sup>th</sup> Grade Zane Ruppert-8 <sup>th</sup> Grade Graysen Rutar-8 <sup>th</sup> Grade Tayt Welsh-8 <sup>th</sup> Grade Hannah Zweep-8 <sup>th</sup> Grade Collins Ferg-7 <sup>th</sup> Grade Mason Grell-7 <sup>th</sup> Grell

# WALL OF HONOR



Please consider honoring someone who has served!

- ❑ A form can be found on the Pender Facebook page OR call the office.

**PENDER PUBLIC SCHOOLS**  
**WALL OF HONOR**  
**REMEMBER AND HONOR**

Do you have a loved one who has served or is currently serving in the Armed Forces? PPS would be honored to recognize their service. Their Name, Branch and Rank will be printed on a custom identification tag and proudly displayed on our Wall of Honor at Pender Public Schools, as a lasting tribute to their service and sacrifice. See attached form and return to school.  
We will take care of the rest.

### Pender Public Schools Wall Of Honor Request Form

Please fill out all information on form:

Name Of Service Member: \_\_\_\_\_ (Print Clearly)

PPS or Thurston Graduation Year (not required to participate): \_\_\_\_\_ (Print Clearly)

If A PPS Staff Member Please Indicate Years of Service To The District: \_\_\_\_\_

What is your connection to PPS if not a graduate or staff member: \_\_\_\_\_

Branch Of Military Service: \_\_\_\_\_  
(Circle Final Branch) Army Marine Corps Navy  
Air Force Coast Guard

Rank, If Known: \_\_\_\_\_ (Print Clearly, Do Not Abbreviate)

Unit, If Known: \_\_\_\_\_ (Print Clearly, Do Not Abbreviate)

**POW/MIA/KIA:** Yes / No (Please Circle, Explain Yes Below)

Name & Contact Information of Person Making Request: (Phone Number/Address)

Free Will Donation Enclosed To Help The Project: (Please Indicate Amount For Records)

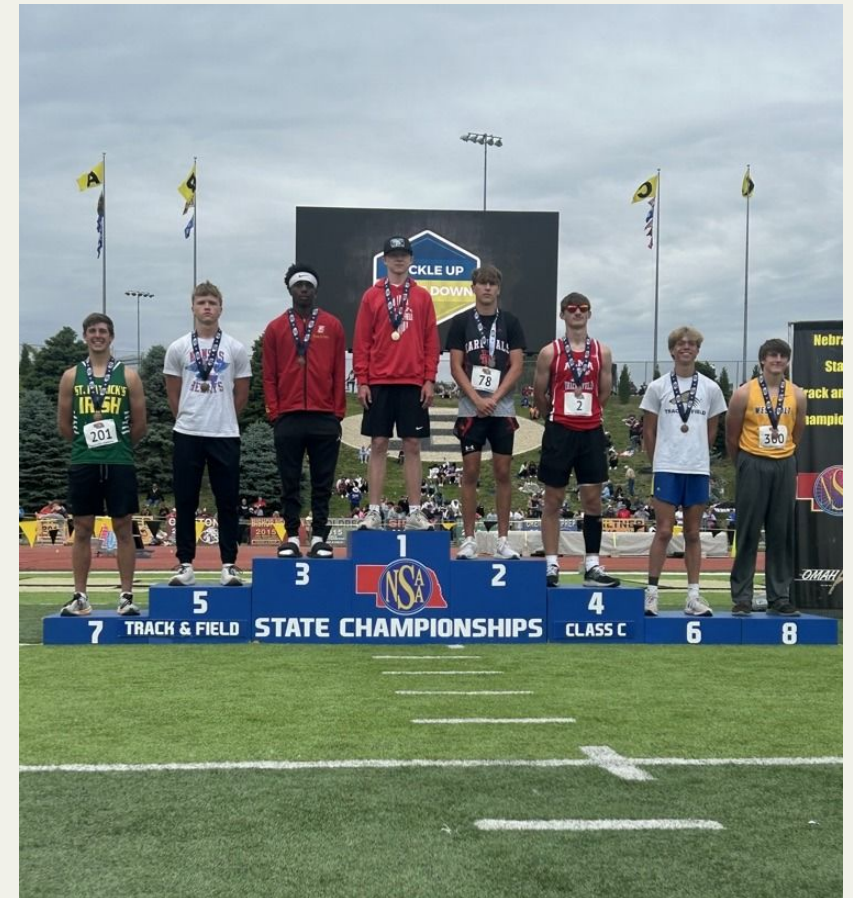
Pender Public Schools  
Attn: Luke Hoffman, HS Principal  
609 Whilney Street  
Pender, Nebraska 68047

# HIGH SCHOOL TRACK & FIELD

## State Meet Results

- ❑ Girls 4x800 - 6th
- ❑ Kyla K, Jala K, Hadley W. Megan B.

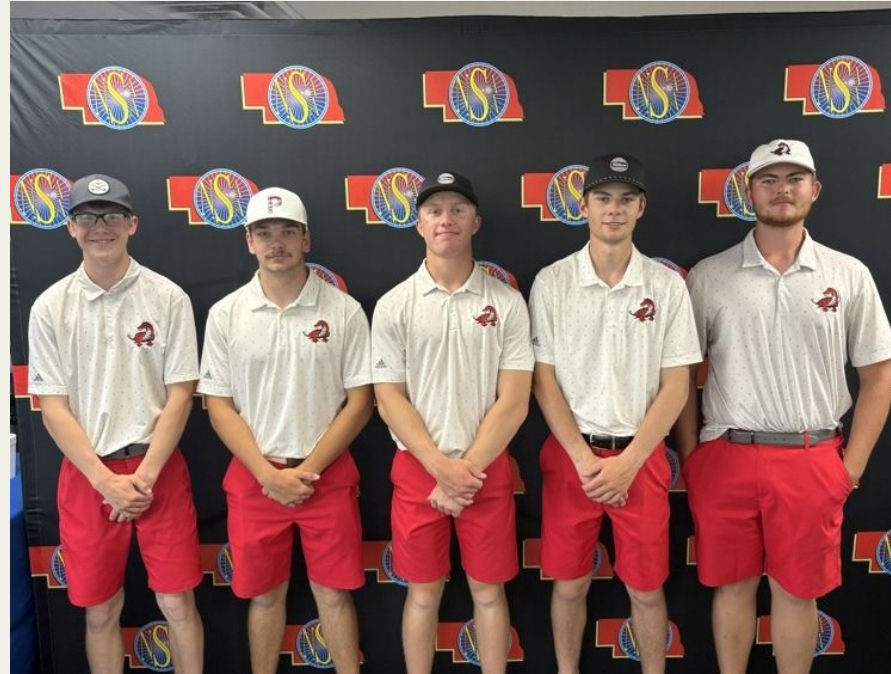
- ❑ Nash Morgan - State Champion!
- ❑ Triple Jump - 44' 2.5" (School Record)



# BOYS GOLF

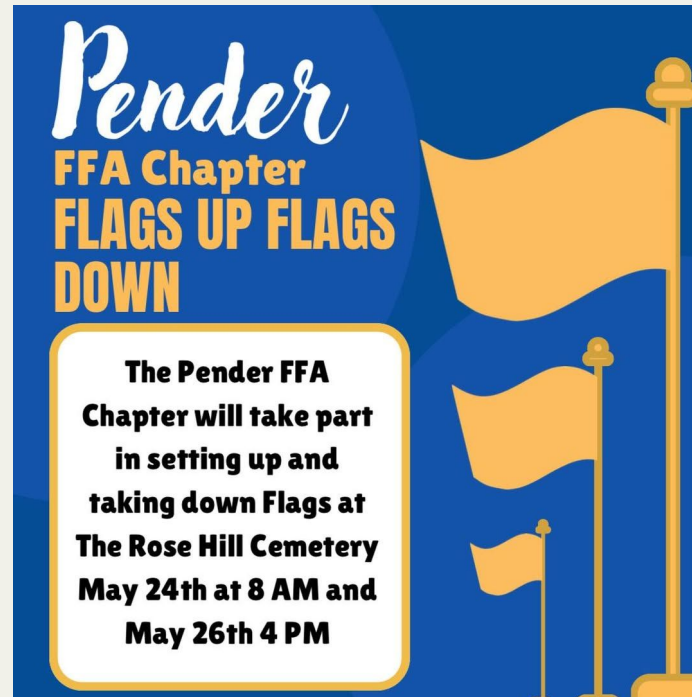
## State Results

- ❑ Mitchell Kelly  
15th Place
- ❑ Pender Team  
11th Place
- ❑ 4 Straight State  
Qualifying Teams



# FFA

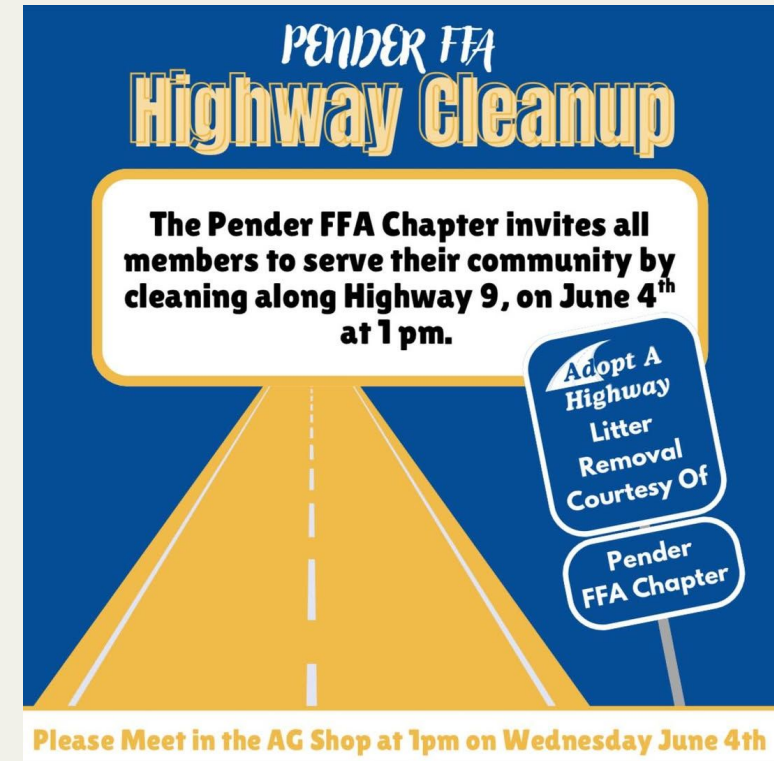
May 27th / 28th  
FFA Officer Leadership  
Conference  
In South Dakota



**Pender**  
FFA Chapter  
**FLAGS UP FLAGS  
DOWN**

The Pender FFA Chapter will take part in setting up and taking down Flags at The Rose Hill Cemetery May 24th at 8 AM and May 26th 4 PM

The poster features a blue background with three yellow flags on poles on the right side. The text is in white and yellow.



**PENDER FFA**  
**Highway Cleanup**

The Pender FFA Chapter invites all members to serve their community by cleaning along Highway 9, on June 4<sup>th</sup> at 1 pm.

Adopt A Highway  
Litter Removal  
Courtesy Of

Pender FFA Chapter

Please Meet in the AG Shop at 1pm on Wednesday June 4th

The poster features a blue background with a yellow road graphic in the center. The text is in white and yellow. There are two signs on the right side of the road.

# NSAA Changes

## Baseball

- ❑ Jamboree games are allowed, beginning Week 36 through Tuesday of Week 37 of the NSAA Calendar.

## Football

- ❑ The 8-man playoff eligibility number will increase to 55, beginning with the 2026 - 27 scheduling cycle. Beginning in 2026, Class D3 will be added. Class D1 will be the 32 largest 8-man schools. Remaining schools declaring to play 8-man will be split equally between Class D2 & D3.
- ❑ 8-man football schools can regain their one-cycle eligibility waiver if their enrollment number becomes eligible during the 2nd year of their current waiver period, beginning with the 2026 - 27 scheduling cycle.
- ❑ Beginning in 2025, the higher seed will host all playoff games prior to the Championship in Class D1 & D2.
- ❑ In 2025 only, the Class D1 & D2 playoffs will be seeded 1 - 32, with no re-seed after the 1st round.

## Golf

- ❑ In all classes, schools can permit 7th and 8th grade students to practice with high school golf teams.

# NSAA Changes

## Volleyball

- ❑ In Class C1 & C2, 7th and 8th grade female team managers are allowed to participate in practice.

## Basketball

- ❑ The Class B, C1, C2, D1 and D2 contest limitation is 24 total contests in addition to the postseason. Tournament play-in games are not to be counted toward the limit of 24 contests.

## Wrestling

- ❑ In all classes, 7th and 8th grade team managers are allowed to participate in practice.
- ❑ The organized practice number for wrestling increased from 4 to 8.
- ❑ In Boys Wrestling, teams that are unable to fill 8 weight classes (Class D) or 10 weight classes (Classes A, B & C) and opt-out of qualifying/competing in the State Dual Championships may participate in 18 events.

## Music

- ❑ Digital and hard copies are permitted for accompanists and directors use at NSAA District Music Contests.

# Other Activities

## Summer Weights/Speed Program

- ❑ Mr. Ramm (Mr. Ferg, Mr. Volk, & Mrs. Nixon)
  - ❑ Monday - Thursday

## Camps

- ❑ Summer athletic camps in full swing



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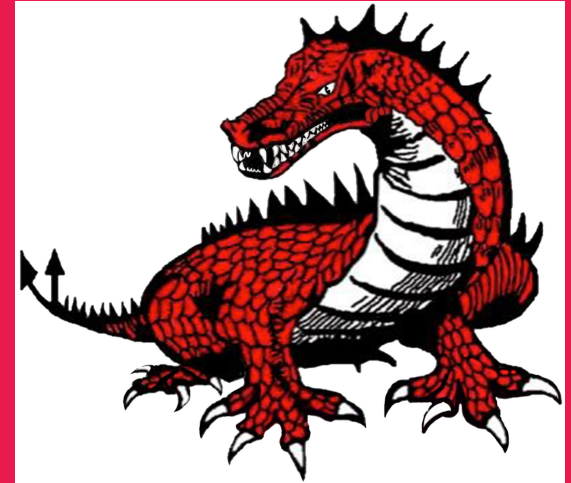


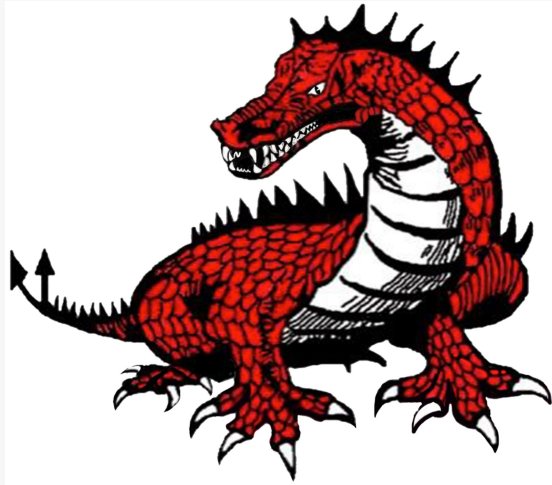
**Thank You**

# Pender Public Schools

## Superintendent's Report

June 9, 2025



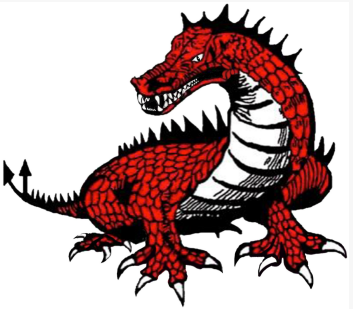


# Mission Statement

The mission of the Pender Public School District is to provide quality educational opportunities in a safe, positive learning environment that motivates and challenges all students to become productive and responsible citizens

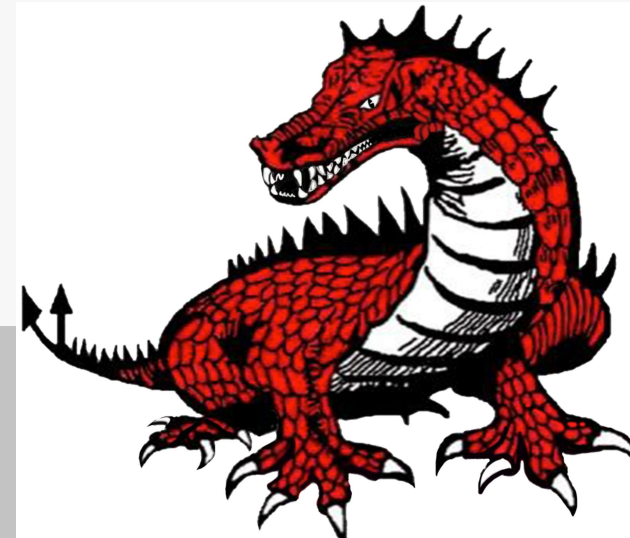
# Superintendent Goals

Under Construction



# Conferences and Workshops

- May 21 - Heartland Counseling Meeting
- May 22 - Leadership Certified Community Interview
- May 23 - Fiber Install Planning Meeting
- May 26 - Office Closed (Memorial Day)
- May 27 - REAP Zoom
- May 28 - 403(b) Planning Meeting
- June 5 - Board President Meeting
- June 5 - Kym Acuna (WSC)
- June 9 - Facilities/Transportation Committee Meeting
- June 9 - PED/PCD Meeting
- June 9 - Board of Education Meeting
- June 12, 13 - Out of Office
- June 16 - P2T Board Meeting (I am not available)
- July 4 - Office Closed
- July 9 - Board President Meeting
- July 10-14 - Out of Office
- July 16 - Board of Education Meeting
- July 18-21 - Out of Office



# School Improvement

- May 20
  - End of Year Staff Appreciation
- May 21 - June 9 - Planning for 25-26
- June 9 - July 15 - Planning for 25-26

# Calendar for 25-26

- A problem with the 25-26 calendar was discovered
- Spring parent-teacher conferences are scheduled on Ash Wednesday
- This issue has to be addressed
- Our plan is to talk with staff members during preservice, figure out what makes the most sense shortly thereafter, and communicate what is going to happen in late August

# 14 Passenger Bus

- The minibus we purchased was sold to us as a new 14-passenger vehicle
  - Nebraska Central Equipment owned by “Colorado West”
  - Tyler Cox (<https://justmelaniew.com/2024/07/23/former-york-county-businessman-tyler-cox-sentenced-for-theft-in-colorado/>)
  - Colorado West is no longer a business (see above link)
  - August 2022 - \$87,950
- The minibus was not new, and it was certified as a 21-passenger vehicle
- The not new part is not an issue, but the 21-passenger vehicle certification is a problem
- To be able to drive it, a CDL is needed rather than Level 1 training
- Solutions
  - Get it recertified, which doesn't really seem to be an option
  - Keep it and use it for as much as possible
  - Trade it in for an actual 14-passenger minibus
  - Sell it

# Donor Wall at the PSC

- This is an option
- Nothing has been finalized
- Cost is around \$3,000 for something of this nature



# Summer Projects Update

- Preschool roof - June 16 (Guarantee, Sioux City)
- Elementary restroom remodel
  - Demolition is complete
  - Paint starts this week (McManigal)
  - Flooring begins when paint is finished (Sears)
  - Plumbing & electrical when flooring is finished (Maise)
  - Partitions when plumbing & electrical are finished (Tony)
- Garage relocation - DONE (Jericho, Scribb's)
- Flooring for Art room - in progress (Sears Flooring)
- Hoop inspections - June 12 (Phillips Commercial)
- New gym LED lights - in progress (Tony)
- PSC scoreboard - in progress (Tony)

# School Improvement Visit

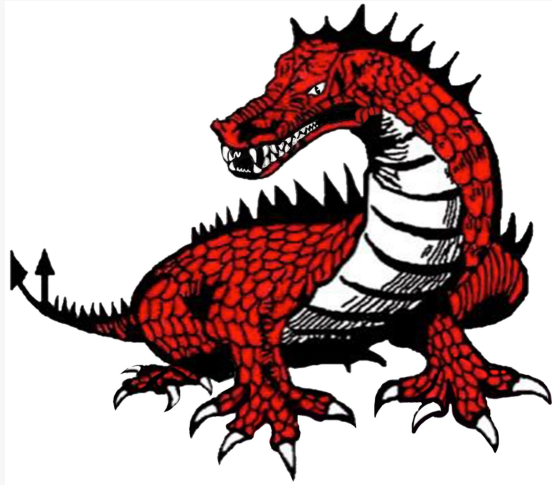
- April 10, 11
- Commendations
  - Pendragon Pride
  - Culture of Success
  - SEL Programming
- Recommendation
  - Review grading practices and policies to ensure consistency
  - Refine curriculum
  - Provide SEL training for staff
  - Explore community partnerships, especially in the CTE areas
- Huge compliment
  - I was asked if a few items from Pender's visit can be used as good examples for other schools
  - CIP website, exit report, etc.

# Utility Vehicle

- We are in need of a utility vehicle
- I would like to find something that is affordable but does what we need it to do
- What do we need it to do?
  - Maintenance of all grounds
  - Setup of football fields
  - Track equipment moving
  - Use with pull behind sprayer
  - Many, many other uses
- Depending on the cost, this may be something I ask the Board to approve

# Property Tax Request Authority Resolution

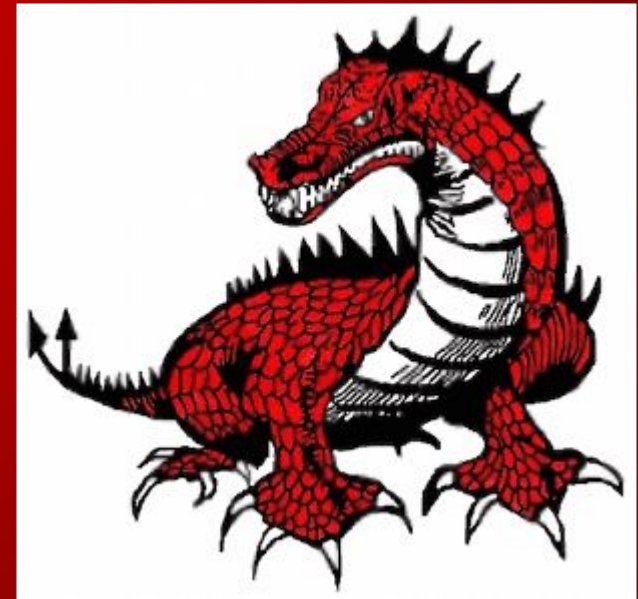
- LB 243 of 2023 created a property tax request cap for all school districts
  - Old cap was \$1.05 for every district
  - New cap is different for every district and it is based on the prior year request
- In July, I intend to ask the Board to approve a Property Tax Request Authority Resolution that would allow the District to increase its property tax request authority by 7%
  - Without 7% - \$5,790,351
  - With 7% - \$6,352,623
    - The additional 7% can increase property tax request authority by \$562,272 (in 24-25, this amount was \$514,098)
    - Approximately \$0.09 to \$0.10 on our levy
    - 24-25 property tax request was \$5,619.679
- This seems to be a responsible step to take, especially since PPS makes a habit of only asking for what is needed



# July Board of Education Meeting

- Property Tax Request Authority Resolution
- Second reading of annual policy updates
- Handbooks (Certified Staff, Classified Staff, Secondary Student, Elementary Student)
- Fuel bids
- Milk bids
- 25-26 fees
- Set a date for an August Special Board Meeting
- Approve the purchase of a utility vehicle

**It's a GREAT Day to be a  
Pendragon!!!**





**Contract Agreement between  
Pender Public Schools and Heartland Counseling Services, Inc.**

This contract is made on March 12, 2025, between Pender Public Schools and Heartland Counseling Services, Inc. (herein referred to as "HCS").

In consideration of the covenants herein, and other good and valuable consideration, the parties hereto agree as follows:

**SECTION A - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT:**

Scope of Work

The Contractor will (provide description of services to be provided).

The deliverables for this contract are:

**Mental Health Practitioner Deliverables 2025-2026 School Year:**

1. **Compensation:** The school will provide compensation of \$15,000 per full-time, licensed mental health practitioner assigned to the school to provide therapy services. All therapy sessions will be billed through insurance, a sliding fee scale, and applicable grants. \$1500 will be billed per month for ten months.
2. **Service Commitment:** Pender Public Schools will allow the Heartland Counseling Services (HCS) mental health practitioner to provide a minimum of 21 hours of therapy per week to students.

**Malpractice Insurance.** HCS will be responsible for providing and maintaining their own malpractice insurance which shall provide a minimum of one million dollars per incident and three million in aggregate liability coverage and provide proof of coverage of the same at the time of executive of this agreement and with each renewal of the policy. Proof of insurance shall be provided with this signed contract.

**Workers' Compensation.** HCS will be responsible for providing and maintaining their own workers' compensation insurance.

**Schedule.** HCS and Pender Public Schools will work together in determining a set schedule that works best with class schedules. HCS requires a minimum of 21 billable hours of therapy a week per therapist.

**Space.** Pender Public Schools will provide an office for licensed mental health practitioners to provide therapy.

Pender Public Schools agree to indemnify and hold harmless HCS from any liability arising from any actions taken by Pender Public Schools in the performance of this agreement including court costs, reasonable attorney fees and other reasonable costs of defending against a legal action.

**Termination.** This agreement may be terminated without cause as follows:

- a. By HCS with at least thirty (30) days written notice to Pender Public Schools
- b. By Pender Public Schools with at least (30) days written notice to HCS.
- c. By the parties mutually agreeing in writing to terminate.

This agreement may be terminated for cause by HCS without prior notice as follows:

- d. For violation of this agreement by Pender Public Schools.
- e. Gross misconduct by Pender Public Schools.



Payment is to occur within 30 days upon invoicing. Invoices from the contractor may be received electronically by Pender Public Schools and shall be addressed to Jason Dolliver

Should Pender Public Schools not make payment due hereunder timely, the Contractor may suspend work hereunder until payment in full has been received, without being in breach of contract.

REVISIONS AND AMENDMENTS

Any revisions or amendments to this agreement must be made in writing and signed by the parties.

\*\*The Pender Public Schools, as a recipient of State and Federal grant funding, adheres to the contracting and procurement requirements required of Local Education (LEAs), as outlined in the Education Department General Administration Regulations (EDGAR). EDGAR is available for review online at [www.ed.gov](http://www.ed.gov) for further details.

IN WITNESS WHEREOF, the parties have caused this contract to be executed as of the date above written:

For Pender Public Schools  
Jason Dolliver Superintendent  
609 Whitney Street  
Pender NE 68047  
Phone: 402-385-3244  
Fax: 402-385-3342  
[Jadolli1@penderschools.org](mailto:Jadolli1@penderschools.org)

Signature: \_\_\_\_\_

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

Contractor: Heartland Counseling Services, Inc.  
Jennifer Jackson, LIMHP, LPC, ATR-BC, Executive Director  
PO Box 355  
South Sioux City NE 68776  
(P) 402-494-3337 Ext #112  
(F) 402-494-3356  
[Jennifer@heartlandcounselingservices.com](mailto:Jennifer@heartlandcounselingservices.com)

Signature: \_\_\_\_\_

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



AGREEMENT

THIS AGREEMENT is made and entered into as of the following date, by and between:  
6/2/2025

Pender Public Schools  
609 Whitney Street Pender, NE 68047  
(herein after referred to as the "Subscriber"),

AND

BUSRIGHT, INC  
(herein after referred to as "BusRight"),

WHEREAS, Subscriber intends to subscribe to a bus tracking, routing, and transportation management system for purposes of managing their school bus fleet; and

WHEREAS, BusRight provides a transportation management system that implements bus tracking, routing, and transportation management; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, these Parties hereby agree to the terms set forth in the BUSRIGHT MASTER SERVICES AGREEMENT (MSA).



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## BUSRIGHT MASTER SERVICES AGREEMENT (MSA)

**THIS MASTER SERVICE AGREEMENT (MSA)** (this “Agreement”) sets forth the terms and conditions pursuant to which BusRight provides its subscribers with access to BusRight’s proprietary bus tracking, routing, and transportation management system, more particularly described on BusRight’s website located at [www.busright.com](http://www.busright.com) (the “System”). This includes BusRight software and any additionally-provisioned hardware (tablets, mounts, charging wires, etc...). This Agreement incorporates into itself and governs each Statement of Work (“SOW”), memorialized upon a BusRight Statement of Work document, that BusRight offers to, and is accepted by its subscribers, in addition to any amendments. Acceptance of this Agreement or the SOW or Subscriber’s use of, or access to the System shall constitute Subscriber’s unconditional acceptance of this Agreement and all terms herein and incorporated. This Agreement shall be effective upon the earlier of the date of Subscriber’s acceptance of the SOW or the date of Subscriber’s first use of or access to the System (the “Effective Date”).

1.01 **Description of Goods or Services Provided.** BusRight shall provide access to the following proprietary software features: Bus Tracking and positioning in its web and mobile apps, Route creation and management tool on the web, Driver navigation and management mobile apps, and web-based management platform including vehicle history, analytics, and data export capability.

1.02 **Grant of License; Subscription.** BusRight hereby grants to Subscriber a limited license to access and use the System during the term specified in the SOW, including any renewals thereof (the “Term”). Subscriber hereby accepts the subscription to the System more particularly described in the SOW (the “Subscription”).

2. **Billing and Payment.** Subscriber agrees to pay the fees for the Subscription to the System in accordance with the Billing & Payment terms set forth in the SOW. BusRight will send an invoice to Subscriber at least 30 days prior to the start of each year of Subscriber’s Term, as contained in the SOW, and Subscriber shall pay the entire annual amount due within 30 days of the invoice date by mailing a check or other mutually-agreed upon form of payment. Except to the extent fixed in the Statement of Work, BusRight’s Subscription fee may change upon renewal of the contract term. Subscriber shall be solely responsible for any personal property taxes or local licensing fees resulting from Subscriber’s Subscription or in connection with BusRight’s delivery of the System under this Agreement.

3. **Ownership.** The System is owned and copyrighted by BusRight and offered through a subscription, not sold, to Subscriber. All right, title, and interest in and to all images, source code, updates, enhancements, modifications, and improvements contained in or related to the System, along with all intellectual property rights related thereto, shall remain with BusRight, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Subscriber. The “BusRight” trademark is protected by United States and international trademark laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of BusRight’s trade or service marks and BusRight retains all right, title, and interest in its trade and service marks. Subscriber agrees that BusRight may use, without restriction or royalty obligation, any comments, suggestions or



contributions provided by Subscriber with respect to the BusRight System during the course of Subscriber's use of the System. Subscriber hereby grants and assigns to BusRight any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

4.01 **Confidential Information**. Subscriber acknowledges that all underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the System, including updates, enhancements, modifications, and improvements are confidential and contain trade secrets (collectively, "**Confidential Information**"). Subscriber will respect such confidentiality, and shall keep all Confidential Information confidential. Except as required otherwise by applicable law, Subscriber agrees not to use, disclose, or distribute any Confidential Information, directly or indirectly, without the prior written consent of BusRight, except that BusRight authorizes Subscriber to disclose Confidential Information to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure.

4.02 **Family Educational Rights and Privacy Act (FERPA)**. BusRight defines "Data" to include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content. BusRight will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. BusRight may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.

5. **Subscriber Information**. Subscriber hereby permits BusRight to use information regarding its organizational units to the extent said information is reasonably necessary to perform its obligations hereunder and to be used and disclosed to internal and external researchers and other third parties that have executed confidentiality agreements. However, BusRight shall seek permission from Subscriber before including such information that is identifiable to the school or organization in any publication.

6. **Renewals; Termination**. Unless otherwise specified in the SOW, the Term shall automatically renew for 1-year periods, unless the Subscriber provides 90 days written notice to BusRight prior to such renewal. Notwithstanding the foregoing, Subscriber or BusRight may terminate this Agreement before the end of the applicable Term by providing a written notification to the other party, at least 60 days in advance of termination. BusRight may terminate this Agreement in the event Subscriber commits a breach hereof and fails to cure such breach within 30 days from written notice thereof. Upon the termination of this Agreement for any reason, BusRight may elect to assess a "Cancellation Fee" upon Subscriber that shall not exceed 50% of the annual Subscriber fee. BusRight shall, for a period of 30 days following such termination or expiration, maintain Subscriber's student information and permit Subscriber with access to such data in a commonly-accepted reporting form. The parties agree that Sections 2 through 4 and 9 through 12 shall survive any termination or expiration of this Agreement.



7. **Support & Maintenance.** BusRight may, from time to time, provide to Subscriber updates, enhancements, modifications, improvements in and to the System which shall all be subject to the terms and conditions of this Agreement. BusRight has system maintenance periods throughout the year that will affect Subscriber's ability to interact with the System. BusRight will use commercially reasonable efforts to notify Subscriber in advance of any disruptions. It is Subscriber's responsibility to ensure that all necessary physical conditions and requirements are maintained in a sufficient state (e.g., mounts properly installed, wiring functioning and connected appropriately at all times) to permit the proper functioning of the BusRight system. Subscriber is solely responsible for the maintenance, repair, and replacement of any necessary tablets, mounts, wires, pins, and other ancillary peripherals required to properly deliver the BusRight service. BusRight acknowledges that Subscriber may, through its own action or inaction, cause or experience damage or loss to its leased BusRight tablets. BusRight may elect, solely at its discretion, to replace up to 2% of these tablets, at its own expense, in the event of damage or loss during the Term contained in the Statement of Work. The Subscriber will not be assessed any additional fees or charges for these discretionary remediations.

8. **Limited Warranty.** BusRight warrants to Subscriber that: (a) BusRight will comply with all applicable laws, rules and regulations, and (b) the BusRight System will perform substantially in accordance with its specifications. In the event the BusRight System fails to conform to these warranties, BusRight will use its best efforts to correct the System. If BusRight is unable to correct the error after using its best efforts, BusRight will refund the unused Subscription fees paid by Subscriber, as depreciated over the Term on a straight line basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of System results from (x) use of the System in connection with software or hardware not compatible with the System or not meeting the technical specifications provided by BusRight in Exhibit 1 of this Agreement; (y) improper or inadequate maintenance of Subscriber's equipment or software; or (z) inadequate Internet connectivity or bandwidth. Subscriber is responsible for the results obtained and decisions made from its use of the System. The System may include open source software components and use of such components may be subject to additional terms and conditions.

9. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (A) CAUSED BY FACTORS OUTSIDE OF BUSRIGHT'S REASONABLE CONTROL; OR (B) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

10. **Additional Disclaimer.** BUSRIGHT DOES NOT AND CANNOT CONTROL PERFORMANCE OF THE SYSTEM BASED ON THE FLOW OF DATA TO OR FROM BUSRIGHT'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET



(OR PORTIONS THEREOF). ALTHOUGH BUSRIGHT WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, BUSRIGHT CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, BUSRIGHT DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

11. **Limitation.** THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY VIOLATION OF THIS AGREEMENT. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL BUSRIGHT, ITS DEVELOPERS, OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSSES, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM. IN ANY CASE, BUSRIGHT'S, ITS DEVELOPERS' AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE BUSRIGHT SYSTEM IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. NOTWITHSTANDING THE FORGOING OR ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, BUSRIGHT'S LIABILITY HEREUNDER FOR DAMAGES AND ITS LIMITATION OF LIABILITY LIMITING THE AMOUNT PAID TO BUSRIGHT HEREUNDER FOR SHALL NOT BE LIMITED TO THE SUBSCRIPTION FEES SET FORTH IN THE SOW FOR DAMAGES ARISING OUT OF INTENTIONAL OR RECKLESS TORTIOUS CONDUCT.

12. **Miscellaneous**

12.1 **Publicity.** Subscriber may not use BusRight's name or trademark without BusRight's prior written consent. By executing this MSA, signing the Statement of Work, or using the BusRight System, Subscriber consents to allow BusRight to reference Subscriber's trademarks, copyrights, and other identifying information in its marketing materials, press releases, and other public communications or disclosures. Subscriber may elect, in writing, to withhold consent for either a) the use of a specific element of identifying information; or b) the broad use of any identifying information. This right to withhold consent shall not apply to any information that is already publicly available and/or subject to disclosure under state, federal, or other applicable laws.

12.2 **No Disassembly.** Subscriber shall not modify, adapt, translate, reverse engineer, decompile, or disassemble the System or any software consisting thereof.

12.3 **Force Majeure.** Neither party shall be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers,



equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

12.4 **Waiver and Severability.** Waiver of any default or breach under this Agreement by BusRight does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect.

12.5 **No Third Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

12.6 **Entire Agreement.** This Agreement, including all accepted amendments and exhibits contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

12.7 **Assignment.** Subscriber may not assign this Agreement to any third party without the prior written consent of the BusRight. Any such purported assignment shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, and permitted assigns, if any.

12.8 **Notices.** Any notice required under this Agreement shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (d) delivered by email to an email address designated by the recipient, or (e) delivered via any of the foregoing at the addresses specified in the Statement of Work (SOW) or such other address as may be provided by the recipient in accordance with this Section.

12.9 **Controlling Law and Venue.** This Agreement shall be construed and controlled by the laws of the State of New York, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Agreement. Unless stipulated otherwise in an accompanying Amendment, courts located in New York, New York shall be the exclusive forum for any litigation arising out of this Agreement. Subscriber hereby waives any objections to venue, personal jurisdiction, or forum non conveniens.

12.10 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

12.11 **Independent Contractor.** The parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose. Neither party will be entitled to (a) enter into any contracts in the name of or on behalf of the other party; (b) pledge the credit of the



other party in any way or hold itself out as having authority to do so; or (c) make commitments or incur any charges or expenses for or in the name of the other party. Neither party's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other party.

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The Parties record their understanding of, and agreement with, the above by signing below:

For and on behalf of:  
BusRight, Inc.

For and on behalf of:  
Subscriber

DocuSigned by:  
*Keith Corso*  
3B412E707A6C4EE...  
Signed

Signed by:  
*Jason Dolliver*  
F461806F0D74498...  
Signed

Keith Corso  
Name

Jason Dolliver  
Name

CEO  
Title

Superintendent  
Title

5/31/2025  
Date

6/2/2025  
Date



## **Exhibit 1: BusRight Technical Specifications**

### **BusRight Web Application (“Web App”) Specifications**

- A student information system (SIS) capable of scheduled transfers of CSV/TSV files via SFTP; REST API preferred
- A Desktop machine with a web browser and active internet connection is required
- Recommended minimum hardware specifications: Quad-core processor (3.3 GHz or faster), 8 GB or more RAM
- A minimum screen resolution of 1280 x 720 pixels is required
- Supported browsers: Latest two versions of Google Chrome, Mozilla Firefox, Microsoft Edge, Safari (macOS only), and Opera
- Optionally, accept automated emails from BusRight detailing SIS record changes
- Email accounts are required for every Admin Portal User in order to create accounts and receive automated communication
- Ability to whitelist BusRight and other relevant domains (Google, etc...)
- Users’ browsers must have Javascript enabled

### **BusRight Driver Application (“Driver App”) Specifications**

- Leased tablets must be mounted in a location that is compatible with applicable law by an authorized installer
- BusRight provides internet connectivity to each tablet; this connectivity is required for the successful functioning of the Driver App

### **BusRight Parent Application (“Parent App”) Specifications**

- Users must have either an iPhone or Android phone that is supported by Apple or Google, respectively
- Must have access to the App Store or Google Play Store



## STATEMENT OF WORK (SOW)

This agreement is between:

- (1) BusRight, Inc., (herein “BusRight”), a transportation software company which provides its end user subscribers (each, a “Subscriber”) with access to BusRight’s proprietary bus tracking, routing, and transportation management system ; and
- (2) Pender Public Schools  
(herein the “Subscriber”)

BusRight and Subscriber together shall be referred to as the “Parties,” and individually shall be referred to as a “Party.”

### 1. PURPOSE

This Statement of Work (SOW) represents an agreement between the Subscriber and BusRight for the purchase of services (e.g., software licensing, training) in connection with BusRight’s transportation management system and pursuant to the Master Services Agreement (MSA). All costs are detailed below.

### 2. APPLICABILITY OF MASTER SERVICES AGREEMENT (MSA)

The Master Services Agreement (MSA) governs your acquisition and use of the services set forth in this SOW. By executing this SOW, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of the MSA and set forth herein.

### 3. PROVISIONS GOVERNING THE MASTER SERVICES AGREEMENT

The Parties intend that the MSA contains terms based on the principles below. Additionally, the Order Form shall memorialize intended implementation details associated with this SOW and MSA.



<b>Contract Details</b>	
Contract Start Date	6/1/2025
Contract Length/Term - Year(s)	3 Year(s)
Annual Suite License	Quantity: 2
	Price per License (\$): \$2,600.00
Year 1 Contract Amount (\$)	\$5,200.00
Year 2 Contract Amount (\$)	\$5,200.00
Year 3 Contract Amount (\$)	\$5,200.00
Billing Cycle	Annually in Advance



**The Parties record their understanding of, and agreement with, the above by signing below:**

For and on behalf of:  
BusRight, Inc.

For and on behalf of:  
Subscriber

DocuSigned by:  
*Keith Corso*  
3B412E707A6C4EE...  
Signed

Signed by:  
*Jason Dolliver*  
F461806F0D74498...  
Signed

Keith Corso  
Name

Jason Dolliver  
Name

CEO  
Title

Superintendent  
Title

5/31/2025  
Date

6/2/2025  
Date



**Exhibit A: BusRight Order Form**

<b>Subscriber Information</b>	
Subscriber Name	Pender Public Schools
Billing Contact Name	Daniel Swinton
Billing Contact Email	daswint1@penderschools.org
Billing Contact Phone Number	402-385-3244
<b>Hardware Details</b>	
Total Tablet Quantity	2
Total Standard Mount Quantity	2
Custom Mount Quantity	[0] - Locking Cradle [0] - Speaker Cradle [0] - Heating Cradle [0] - Cup Holder
SIM Request Type	Verizon
<b>Software Details</b>	
Student Information System Sync Type	Nightly Automatic
Solution Type	Suite
Parent App	Yes

**CLASSIFIED STAFF  
EMPLOYMENT AGREEMENT**

This employment agreement is made by and between Pender Public Schools, Thurston County School District #1, hereinafter referred to as the "District", and Jeremy Calhoon hereinafter referred to as the Employee.

**WITNESSETH:** Pender Public Schools hereby agrees to employ the Employee and the Employee hereby agrees to accept such employment subject to the following terms and conditions:

**Section 1. Term of Employment Agreement.** This employment agreement shall commence on or about the 1<sup>st</sup> day of June, 2025. This employment agreement shall terminate on or about the 19<sup>th</sup> day of May, 2026 and may be terminated pursuant to Section 7 of the employment agreement, whichever occurs first.

**Section 2. Duties of Employee.** The Employee is hired as an "at will" employee and the compensation and duties of the Employee are subject to assignment by the Superintendent of Schools and by the Employee's supervisor. The Employee agrees at all times to perform all of the duties that may be required of the Employee faithfully, industriously, and to the best of the Employee's ability, experience, and talents. Regular, dependable attendance is an essential function of the Employee's position.

**Section 3. Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Superintendent of Schools or the Employee's supervisor. Anything beyond 40 hours per week must have administrative approval.

**Section 4. Compensation.** The wage of the Employee shall be \$19.96 per hour, payable on the 20<sup>th</sup> of each month. The weekly pay period begins on Monday and continues through Sunday.

**Section 5. Leave/Fringe Benefits.** The Employee shall receive the following fringe benefits:

Paid Time Off/Sick Leave: Paid leaves are available under Paid Time Off (PTO) program. PTO incorporates sick, personal, emergency, holiday, and unrestricted bereavement leave into one program. PTO leave is available when the following specific conditions are met: (1) the Employee is currently employed by the District, and (2) the PTO leave day is taken on a day the Employee would otherwise be expected to be at work. Paid Time Off (PTO) will be available from a total of 8 days per contract year. PTO can be used at such times as the Employee chooses with supervisor approval. With the exception of Additional Limited Bereavement Leave (as described below), all 8 PTO days will be used before any leave can be used from the individual's available sick leave accumulation. PTO may be used during the first 5 student contact days of the school year, last 5 student contact days of the school year, the day immediately preceding or immediately following the winter break with written administrative approval; however, it is strongly discouraged. If leave during these times is granted, employee will be charged as follows: 1) First 5/Last 5 Student Contact Days: 1 full day = 2 PTO days; and 2) The Days immediately preceding and following the winter break: 1 full day = 2 PTO days; for leave taken during those time periods, however, Administration can waive weighted leave if deemed appropriate. Administrative approval will be required for the use of more than 5 consecutive PTO days. Any unused PTO days are transferred to the Employee's sick leave accumulation at the end of the contract year. The maximum for sick leave accumulation is 45 days. Once the maximum is accumulated, no unused PTO days will carry-over until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave accumulation to the maximum of 45 days. PTO days remaining in any year in which the Employee's sick leave accumulation reaches 45 days will be carried over to the following year as PTO days, and the Employee will only be given the number of PTO days necessary to bring the Employee's total to 8 for the new contract year. For example, if an Employee has 40 sick days accumulated and 6 PTO days remaining at the end of a contract year, 5 PTO days will be transferred to the Employee's sick leave accumulation, and 1 PTO day will be carried over to the following contract year. The Employee will be given 7 PTO days the following contract year to bring the Employee's total back to 8 days. Sick leave accumulation days are available for sick leave only and are to be used only after the Employee has exhausted all current year's PTO days, provided however that accumulated sick leave may also be used for purposes of the Additional Limited Bereavement Leave as described below. Accumulated sick leave can be used when the Employee is unable to perform assigned duties due to illness, injury or hospitalization of the Employee, or due to the Employee needing to care for the Employee's spouse, children (dependent or independent), parents or spouse's parents upon illness, injury or hospitalization, after the current year's PTO balance is exhausted, (neither is payable upon termination). **Additional Limited Bereavement Leave.** Without limiting the foregoing, upon the occurrence of a "Qualified Bereavement Event" (as defined below), an employee may use accumulated sick leave, if any, for purposes of bereavement purposes in response to the Qualified Bereavement Event without first exhausting all available PTO from the current contract year. As used herein, **Qualified Bereavement Event** means the death of the employee's (1) "Immediate Family Member," (2) "Family Member," or (3) "Close Friend." As used herein, **Immediate Family Member** means the employee's spouse, parent, father-in-law, mother-in-law, child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, or grandchild. Following a **Qualified Bereavement Event** based on the death of an **Immediate Family Member**, an employee may use no more than five (5) accumulated sick days, if any, for such bereavement purposes. As used herein, **Family Member** means the employee's grandparent, spouse's grandparent, aunt, uncle, spouse's aunt, spouse's uncle, first cousin, or spouse's first cousin. Following a **Qualified Bereavement Event** based on the death of a **Family Member**, an employee may use no more than two (2) accumulated sick days, if any, for such bereavement purposes. The Superintendent will consider requests from an employee to use accumulated sick leave for bereavement purposes in response to the death of an employee's **Close Friend**; and the decision to permit the use of accumulated sick leave for such purposes—without first exhausting all available PTO from the current contract year—will be within the sole discretion of the Superintendent whose decision shall be final. In the event that the Superintendent approves the use of accumulated sick leave, if any, for bereavement purposes following a **Qualified Bereavement Event** based on the death of a **Close Friend**, an employee may use no more than two (2) accumulated sick days, if any, for such bereavement purposes. Employees are limited to using accumulated sick leave for bereavement purposes as provided herein to one instance per school year; provided, however, that the Superintendent may approve the additional use of accumulated sick leave for bereavement purposes at the Superintendent's sole discretion whose decisions on these matters shall be final. Nothing herein shall be construed to preclude or limit employees from using available PTO days for the purposes of bereavement leave, provided that all other requirements and limitations on the use of PTO days still apply.

Holiday Pay - Labor Day, Thanksgiving, Christmas, New Years, and Easter.

*Benefits* – The Employee shall be permitted to participate in the District’s Section 125 Plan for purposes of purchasing and paying for group health/dental insurance; the District will contribute \$925.51 towards the Employee’s participation in the Plan for health/dental for 12 months (September-August) or pay the same amount as cash-in-lieu. This Employment agreement is subject to provisions of the School Employees’ Retirement Act provided the Employee works for 20 or more hours per week on an ongoing basis.

**Section 6. Policies, Rules, and Regulations.** The Employee agrees to be governed by the policies of the Board of Education, the rules and regulations of the District and the directives of supervisors. The Employee agrees that the policies of the Board of Education and rules and regulations of the District may be changed at any time, with or without notice to the Employee.

**Section 7. Termination of Employment.** This agreement creates no property right in continued employment and may be terminated by either party, with or without cause or hearing, upon giving two (2) calendar weeks notice or pay in lieu of notice. The District may, in its discretion, terminate without two weeks notice or pay in lieu in the event it determines that the Employee has engaged in misconduct. The Superintendent of Schools may, acting upon his own initiative, terminate the Employee's employment.

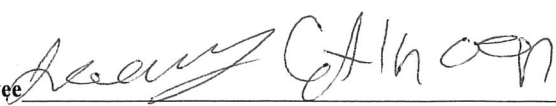
**Section 8. Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this employment agreement shall be refunded to the District by the Employee.

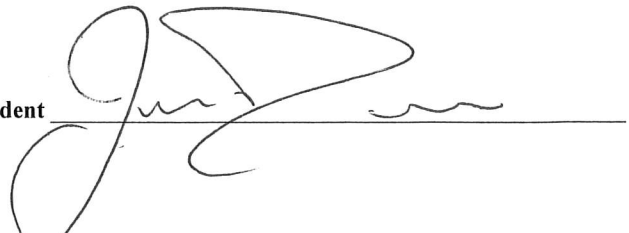
**Section 9. Deductions.** The Employee authorizes the district to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the District during the course of the Employee's employment.

**Section 10. Compensatory Time.** The Employee agrees to the use of compensatory time in lieu of overtime pay, at the District's discretion. The Employee agrees to accept compensatory time off in lieu of overtime compensation at a rate equal to one and one-half hours of time off for each hour of employment for which overtime compensation would otherwise be required. Compensatory time received may be preserved, used or cashed consistent with the FLSA laws. Employees may accrue up to 240 hours of compensatory time. The Employee shall be allowed to use compensatory time within a reasonable period after requesting such use. The District may require the Employee to use the compensatory time within a certain time period, may require that compensatory time be used before other paid leave days are used, and may prohibit the use of compensatory time on certain days, such as the beginning of a school year or semester. Compensatory time that is not used as of the time the employment is ended (termination, resignation, or retirement) will be paid at that time.

**Section 11. Entirety of Agreement and Amendments.** The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions and agrees that the foregoing Employment Agreement constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Superintendent.

**Section 12. Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Employee 

Superintendent 

Executed this 29 day of MAY, 2025.

Failure to return a signed copy of the contract or renewal agreement to the office of the Superintendent of Schools of the district on or before **June 15, 2025**, shall constitute a rejection by the Employee of the offer of employment.

**SUMMER  
EMPLOYMENT AGREEMENT**

This summer employment agreement is made by and between Pender Public Schools, Thurston County School District #1, hereinafter referred to as the "District", and Landon Rose, hereinafter referred to as the Employee.

**WITNESSETH:** Pender Public Schools hereby agrees to employ the Employee and the Employee hereby agrees to accept such employment subject to the following terms and conditions:

**Section 1. Term of Contract.** This contract shall commence on the 21<sup>st</sup> day of May, 2025 and shall terminate on the 8<sup>th</sup> day of August, 2025; as needed for part-time summer technology help, up to 100 hours.

**Section 2. Duties of Employee.** The Employee agrees at all times to perform all of the duties that may be required of him or her faithfully, industriously, and to the best of his or her ability, experience, and talents.

**Section 3. Compensation.** The compensation of the Employee shall be \$13.00 per hour, payable on the 20<sup>th</sup> of each month.

**Section 4. Policies, Rules, and Regulations.** The Employee agrees to be governed by the policies of the Board of Education, the rules and regulations of the District and the directives of supervisors. The employee agrees that the policies of the Board of Education and rules and regulations of the district may be changed at any time, with or without notice to the Employee.

**Section 5. Deductions.** The Employee authorizes the district to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the District during the course of the Employee's employment.

**Section 6. Entirety of Agreement and Amendments.** The Employee certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions and agrees that the foregoing Employment Agreement constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Superintendent.

**Section 7. Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Landon Rose  
Employee

[Signature]  
Superintendent

Executed this 21 day of May, 2025.

## 2025-26 Extended Contracts

### FFA - Lexi Meister

# of Days: 15                      Daily Rate:        \$        276.66

Salary	4149.90	
FICA/M	317.47	
NPERS	<u>409.92</u>	
total		4877.29

### Media - Rhonda Heise

# of Days: 10                      Daily Rate:        \$        368.89

Salary	3688.90	
FICA/M	282.20	
NPERS	<u>364.38</u>	
total		4335.48

### School Counselor - Thad Nixon

# of Days: 10                      Daily Rate:        \$        368.89

Salary	3688.90	
FICA/M	282.20	
NPERS	<u>364.38</u>	
total		4335.48

**TOTAL COST TO DISTRICT:                      \$        13,548.25**

James B. Gessford  
Daniel F. Kaplan  
Gregory H. Perry  
Joseph F. Bachmann  
R. J. Shortridge\*  
Joshua J. Schauer\*  
Derek A. Aldridge\*\*  
Justin J. Knight\*\*\*  
Charles Kaplan  
Haleigh B. Carlson  
Sara J. Tonjes  
Kendall G. Oberheide



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.

Of Counsel  
Thomas M. Haase

\*Also admitted in Iowa  
\*\* Also admitted in Kansas  
\*\*\*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: Dr. Bill Heimann, ESU 1 Administrator  
From: Justin Knight, Perry Law Firm  
Date: June 2, 2025  
RE: 2025 School District Annual Policy Service Update

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The Legislature has adjourned after their 90-day session. This Memo covers the policy updates as a result of this past session, as well as legislation passed in prior sessions.

### A. REQUIRED POLICY UPDATES

**1. Policies 1200, 4003, and 5401 (and accompanying forms)** – AM 1617 to LB 150 updates Nebraska’s Fair Employment Practice Act to add “military or veteran status” as a protected class. As a result, our nondiscrimination policies have been updated to add this new protected class.

In addition, with the changes in federal guidance under the new presidential administration, some of the “hard” deadlines in these policies can be relaxed to give greater flexibility for internal investigations.

**2. Policies 3131 (“Procurement Plan”) & 3132 (“Internal Controls”)** – Several bidding references were updated in the federal regulations governing grants and federal audit requirements. These policies have been updated to reflect these changes, as well as adding a new preference for veteran-owned businesses that was added to 2 C.F.R. § 200.321.

**3. Policy 3410 (“Safe Driving Record Standard for Drivers”)** – NDE Rule 91 requires a medical exam for drivers of small vehicles (vans and cars with 10 passengers or less) when driving routes, but not for activities-only drivers. In other words, a small vehicle driver of a regular pick-up/drop-off route must have a medical exam; but a coach that drives a small vehicle only to activities does not. This requirement has created confusion in situations involving unexpected driving situations, part-time or temporary drivers, and the like. Policy 3410 has been updated to clarify Rule 91’s requirements.

It is also worth noting that the U.S. Department of Transportation has proposed revised regulations that would change the background and testing requirements, so there may be more policy updates on this topic next year.

**4. Policy 4009 (“Drug and Substance Use and Abuse”)** – Updates in federal driving requirements (relating to alcohol and drug reporting to the federal Clearinghouse) require adding language to this policy for bus drivers.

In addition, in light of these changes, Form A (accompanying Policy 4009) needs to be updated. However, Forms C and D can be rescinded since they are no longer necessary.

**5. Policy 5001 (“Admission”)** – LB 143 tweaked the student admission statutes for military families. Neb. Rev. Stat. § 79-215 now requires a school to provisionally enroll a student if the student’s family resides on a federally owned facility within the District. We have updated Policy 5001 to make this clearer.

**6. Policy 5101 (“Student Discipline”)** – There are three main changes to this Policy:

A. New Dress Code: Two years ago, LB 298 imposed a new dress code policy requirement. However, an analysis of the text of this new statutory mandate shows how contradictory and convoluted the statutory directives appear to encompass. For one, Neb. Rev. Stat. 79-2,158 dictates that each school have a policy that “is consistent with” a model policy adopted by the State Board of Education. Yet, the same statutory provision states that a District “may include any other procedures and provisions that the school board deems appropriate,” which suggests that the model policy is more of a sample than a prescription. In addition, 79-2,158(2) outlines three specific components of each *school’s* required policy, which further suggests that the State Board’s model policy is to be more of an example (otherwise the Legislature would have specified that the model policy itself must include those three items). Still, 79-2,159(4) lists that the State Board’s model policy “may” develop a health and safety standard within the model dress code. That same provision requires the State Board to include detailed steps that administrators must take in “health and safety” situations (including obtaining parental consent before requiring a student to change clothes), despite the “health and safety” provision being optional. In fairness to the State Board of Education (who was given this unfunded mandate by the Legislature), it is unsurprising that these inconsistencies within statute have led to significant confusion and anxiety among school administrators across the state.

With all of this confusion in mind, we have updated the “dress code” component of our Student Discipline Act to try and keep the required changes as straightforward as possible, while complying with the law’s dictates that a school dress code cannot be used to discriminate against any student.

We have also attached the State Board’s model policy in case your district would like to adopt the State Board’s model policy.

This new dress code policy must be adopted by July 1, 2025.

B. Cell Phones. LB 140 requires all schools to adopt a “cell phone” policy before the beginning of the 2025-2026 school year. (The new, required policy is listed as Policy 6113.) Policy 5101 has been updated to clearly reference the new cell phone law and student disciplinary consequences.

C. Added Language About “Deep Fakes.” Finally, in light of the increase in “deep fakes,” this Policy has been updated to add language that students can be disciplined for deep fake images of students or staff. As noted below, LB 383 criminalizes “deep fakes” in certain situations, but having clear language in board policy can help school administrators better address concerns within the school setting.

7. **Policy 5004 (“Full-time and Part-time Enrollment”)** – LB 306 updates the part-time enrollment statutes to provide more options for non-public schools to participate in extracurricular activities. LB 306’s language is subject to differing interpretations, especially after the Legislature changed the part-time statutes to address these same concerns two years ago. School administrators will need to familiarize themselves with these new rules before the 2025-2026 school year.

8. **Policy 5103 (“Extracurricular Activity Discipline”)** – For the same reasons listed in the changes to Policy 5101, the reference to dress code violations have been removed.

9. **Policy 5201 (“Promotion and Retention”) and (New) Policy 5201x (“Request to Repeat Grade Form”)** – Last year, the Legislature adopted a new law (§ 79-2,161) that allows parents to require their student to repeat a grade if the student qualifies under the statutory criteria. To apply to repeat a grade, a parent must submit a form prescribed by NDE. We have updated the new statutory reference to Policy 5201 and added that form as Policy 5201x.

10. **Policy 5202z (Notification of Rights Under FERPA)** – Within the past year, the U.S. Department of Education issued a “Model Notice” to update parents’ rights under FERPA. To remain consistent with DOE’s guidance, we have updated this Policy.

11. **Policy 5301 (“Association Activities”)** – LB 89 requires each school board to adopt a policy designating each school-sponsored interscholastic athletic team or sport as either biologically male, female, or co-ed. The bill does not require each sport or team listed in the Policy. In turn, we added language to Policy 5301 to authorize the Superintendent to make the required designations.

12. **Policy 5414 (“Identification of Learners with High Ability”)** – We realized this Policy may no longer be accurate or current with your district’s practices. As a result, we revised the Policy to give school administrators more discretion in developing criteria to identify high-ability learners.

**13. (New) Policy 5507 (“Foster Care Student Transportation”)** – NDE audits have frequently requested information about the District’s foster care transportation. The Every Student Succeeds Act only requires a school district to have “procedures” (not requiring board approval). However, given the confusion and ease of having a formal board policy in these audits, we have prepared Policy 5507 to memorialize a school district’s foster care transportation requirements.

**14. (New) Policy 6113 (“Electronic Communication Devices and Cell Phones”)** – For the same reasons listed in the changes to Policy 5101, LB 140’s cell phone requirements have been added to this new policy.

**15. Policy 6400 (“Parental/Community Involvement in Schools”)** – Last year, the Legislature passed LB 71 to, in part, update Nebraska’s parental involvement statutes. Policy 6400 has been updated to reflect these changes. Note that LB 71 requires the updated Parental Involvement to be approved by July 1, 2025, and posted to the school’s website by August 1, 2025.

Further, LB 428 (passed this year) requires additional revisions to Policy 6400. LB 428 adds new requirements for school-issued surveys, including the rights of parents to review and/or opt their student out of “sensitive” surveys. Depending on what types of surveys your district administers, this update may need to be carefully examined before the beginning of the 2025-2026 school year.

**16. (New) Policy 6931 (“Behavioral Intervention and Classroom Management”)** – Two years ago, the Legislature passed LB 1329 which, in part, required each school to adopt a policy on “behavioral intervention, behavioral management, classroom management, and removal of a student from a classroom in school.” The Legislature directed the State Board of Education to develop a “model policy” reflecting the new policy’s requirements. By August 1, 2025, each school must adopt a policy “consistent with or comparable to the model policy.” This policy will now be a requirement for accreditation by NDE. To ensure compliance with this new accreditation requirement, our Policy 6931 largely mirrors the State Board’s model policy.

## **B. POLICY RESCISSIONS**

**1. Policy 5001 Forms (“Summary of the School Immunization Rules and Regulations”)** – This Form has led to confusion and headaches for schools that have not kept this current. To avoid further confusion and consternation, we recommend rescinding this form in your Policy Manual.

**2. Policy 6410 (“Combined District and School Title I Parent and Family Engagement Policy”)** – The US Department of Education informed NDE that Title I involvement policies need to be more specifically tailored to each school district, instead of incorporated as a general policy. As such, NDE has recommended that schools rescind their Title I Involvement

Policy and, instead, complete the template available on their website: <https://www.education.ne.gov/federalprograms/title-i-a-educationally-disadvantaged/#TitleIParentandFamilyengagement>

Of note, the Title I engagement “policy” does not need to be Board approved (despite being called a “policy”) under the Every Student Succeeds Act.

### C. OPTIONAL POLICY AND/OR HANDBOOK UPDATES

1. **Policy 3241 (“Emergency Response Mapping”)** – Last year, schools that adopted an Emergency Response Mapping Policy were eligible to apply for safety and security grant funds. If your district was not approved for grant funds and no longer want an Emergency Response Mapping Policy on file, you could rescind Policy 3241 this summer.

### D. OTHER CONSIDERATIONS

1. **Title IX Procedures** – In light of the constant changes to the Title IX Regulations, we recommended last year to rescind any Board-approved procedures. Instead, we recommended a policy that delegated the Superintendent the authority to develop procedures consistent with Title IX. If you have not done so, we would strongly recommend it. A copy of those procedures is attached. The procedures also need to be posted on the school’s website.

2. **Veteran’s Preference** – LB 144 (passed this session without an emergency clause) will update Nebraska’s veteran’s preference laws. In particular, LB 144 adds the spouse of a veteran who “was killed in the line of duty or died due to his or her military service” as a person who qualifies for a veteran’s preference. This update is a good reminder to review your district’s application forms to ensure that the school’s job applications state that positions are “subject to a veteran’s preference,” per Neb. Rev. Stat. § 48-227(3).

3. **Paid Sick Leave Initiative** – Last November, the voters approved Initiative 436, which requires an increase in employer-provided paid sick leave. However, the Initiative exempted political subdivisions from the paid sick leave requirements. Therefore, there are no required changes to any school’s paid sick leave benefits.

4. **Nebraska’s Minimum Wage Increase.** Similar to the Paid Sick Leave Initiative, Nebraska’s recent Minimum Wage Increase Initiative does not apply to political subdivisions, so school districts are not legally required to follow the increases in the State’s minimum wage rates.

**5. Medical Marijuana Initiative.** Nebraska voters also approved the Medical Marijuana Initiative last November. LB 677 would have added specific statutory requirements for medical marijuana in schools, but LB 677 did not advance. Thus, we will need to work over the summer months to prepare for medical marijuana requests by staff, students, and community members on school grounds and at school activities.

**6. New Open Meetings Act Poster.** LB 521 “cleaned up” language within the Open Meetings Act. The changes to the Open Meetings Act are largely technical and do not require any policy updates. With that being said, each board is required to have a current copy of the Open Meetings Act posted during all board meetings. The bill has an emergency clause so each board will need to update their Open Meetings Act posters this summer.

**7. Forthcoming Update on Bidding Threshold.** This year, the State Board of Education will update the bidding threshold for construction, remodeling, or repair projects. This update will result in a future policy update.

**8. Changes to NPERS –** Two main bills changed different aspects of the Retirement System: LB’s 295 and 645. None of these require policy changes but are worth noting.

a. LB 295 largely makes technical changes to the retirement statutes. However, LB 295 makes some substantive changes that your business managers will want to follow any new procedures implemented by NPERS.

b. LB 645 will adjust both the employer, employee, and state retirement contribution percentages on an annual basis, depending on the state retirement plan’s funding ratio. When the plan is well-funded, contribution percentages will decrease. But when the plan needs additional funding, contributions will increase. This change will likely have a significant impact on negotiations moving forward, given that teachers’ retirement deductions will now fluctuate from year-to-year. We will provide more information on this change in the fall for your negotiations preparations.

**9. LB 383 –** LB 383 passed this session that adopts two main statutory frameworks: (1) criminalizing “deep fakes” and (2) generally requiring parental consent for a minor to create or maintain a social media account. To date, some County Attorneys have been reluctant to prosecute instances of “deep fakes,” so LB 383 establishes clear statutory authority for criminal charges moving forward. In addition, it remains to be seen how social media companies will respond to LB 383 in Nebraska, though your school’s technology coordinator will want to keep a close eye on any forthcoming changes.

**10. Computer Science and Technology** – Years ago, the Legislature adopted computer science and technology curriculum requirements. These requirements will begin to take effect during the 2025-2026 school year. Most (if not all) schools already incorporate technology into the curriculum, so this change may not be significant. However, next year (2027-2028), graduates must have completed a five-credit hour computer science course. These requirements can be found at Neb. Rev. Stat. 79-3304.

**11. LB 390 (Library Directory)** – LB 390 (passed this year) will require all school districts to adopt a policy requiring a catalog of all books in school libraries and allow parents the option of being notified when their student checks out a book. However, this policy does not need to be adopted until the beginning of the 2026-2027 school year, so we will wait to distribute a library catalog policy until next summer.

**12. School Psychologist Interstate Licensure Company** – The Legislature adopted the Interstate Compact to allow greater flexibility in licensed school psychologists to work in Nebraska schools. This does not require any policy updates but may be of interest to those schools looking to hire a school psychologist from a different state.

**13. New Anaphylaxis Policy Requirement** – LB 457 requires DHHS and NDE to the develop a model policy “for the prevention of anaphylaxis and during a medical emergency resulting from anaphylaxis.” This policy needs to be adopted by July 1, 2026. Since we do not have the model policy, we will wait until next summer to send the required anaphylaxis policy.

**14. Forthcoming NDE Rule 15 Changes** – The State Board of Education has not made substantive changes to NDE Rules over the past year, at least changes that require policy updates. The State Board is considering changes to NDE Rule 15 (English Language Learners) that might require policy updates next year, depending on the final version of Rule 15.

**15. NSAA Coaching Change.** Last year, the NSAA voted to change its bylaws. Previously, coaches were required to meet a certification requirement to coach NSAA activities. Now, NSAA Bylaw 2.12 waives the certification requirement. Moving forward, each school is responsible for vetting their coaches. Some districts have a policy requiring background checks on all hires (including coaches). This may be a discussion within your district on how you plan to handle evaluating coaching hires and positions.

As always, please let us know if you have any questions or concerns.

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

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

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

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

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

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

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

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

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

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

Sexual harassment may exist when:

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

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

2. **Procedures:**

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

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

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

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

Date of Adoption: [Insert Date]

## Business Operations

### Procurement Plan – School Food Authorities

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

### **Procurement Policy**

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

- When the annual total for food service program related items is less than \$250,000 (~~small purchases~~simplified acquisition-threshold) per procurement event or in aggregate purchases this organization will follow the informal ~~Small Purchases~~simplified acquisition threshold pPcedures.
- When the annual total for food service program related items is greater than \$250,000 (~~small purchases~~simplified acquisition-threshold) per year per procurement event or in aggregate purchases this organization will follow the Formal Competitive Solicitation Procedures.

### Micro-Purchase Procedures

Micro-Purchases may be used for single purchases under \$10,000 made with a vendor [2 CFR 200.320(a)].

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

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

### Small Purchase~~Simplified Acquisition~~ Threshold Procedures

For purchases made below the ~~small purchases~~simplified acquisition-threshold, ~~Small Purchases~~simplified acquisition threshold pPcedures will be utilized to purchase necessary goods and services. When ~~Small Purchases~~simplified acquisition threshold pPcedures are used, this organization will take the following steps:

1. Contact a reasonable number of qualified vendors.
2. Write specifications for goods and services.
3. Document each vendor's quoted price. (ex. log sheet)
3. Select the company that provides the lowest, most responsive, and responsible bid.
4. Document supplier who was awarded the quote.
5. Manage orders by confirming product and prices match quotes.

### Formal Competitive Solicitation Procedures

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

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

(Note: If the ~~small-purchases~~simplified acquisition -threshold established in the sponsor’s procurement policy statement is less than \$250,000, the smaller bid threshold will govern.)

### Procurement Summary

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

- A. Competition: We shall demonstrate our goods and services are procured in an openly competitive manner. Competition will not be unreasonably restricted. [7 CFR 210.21(c)(1)] [2 CFR Part 200.319(a)(1-7)]
- B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. [2 CFR 200.319(a)(6)]

- C. Documentation: We shall maintain for the current year and the preceding three years all significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)]
- D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)]
- E. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)]
- G. General Requirements:
1. Small, minority, veteran-owned, and women's businesses enterprises and labor surplus firms are used when possible. [2 CFR 200.321]
  2. Ensure compliance with the Buy American Provision when purchasing food 7 CRF 210.21(d).
  3. A cost or price analysis in connection with every procurement action in excess of the Small Purchases simplified acquisition -~~t~~Threshold including contract modifications. [2 CFR 200.323(a)]
  4. Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]
- H. Duties of Food Service Supervisor:
1. Plan the goods or services needed for the school food service program for the school year based on planned menus through needs assessment, forecasting and budgeting.
  2. Develop written specifications for food/supplies needed. Include details such as descriptions and product requirements (e.g. packaging, weight, pack size, etc.) for needed goods or services.
  3. Compare product specifications among all vendors/contractors. Information for prices obtained from grocery stores, farmer's markets, etc.
  4. Make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service, and price.
  5. Place and confirm orders with vendors or make plans to purchase the required items.
  6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service and price.
  7. To work with vendors on a fair and equal basis.
  8. To conduct an in-house procurement review once per year.

Date of Adoption: [Insert Date]

Business OperationsInternal Controls

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

Generally: If the District receives federal awards, grants, or other funds, the District will:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and maintain these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- (b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- (c) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

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

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a Control System procedure;

- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

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

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

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

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

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.  
Legal Reference: 2 C.F.R. § 200.333.

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

Legal Reference: 2 C.F.R. § 200.213.

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

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;

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

Legal Reference: 2 C.F.R. § 200.302.

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

Legal Reference: 2 C.F.R. § 200.307.

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

- 1) Are verifiable from the District's records;
- 2) Are not included as contributions for any other Federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another Federal award, except where the federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
- 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Legal Reference: 2 C.F.R. § 200.306.

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

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

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

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

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

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

Federal Funds for Construction Projects: For all federal awards, the District will comply with all applicable legal requirements, including the Davis-Bacon Act.

Legal Reference: 34 C.F.R. § 75.600, et seq.

Capitalization and Depreciation: The District will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, District staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.

D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.

E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

F. If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

G. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Maintaining Records: Financial records, supporting documents, statistical records, and all other District records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time.

Legal Reference: 2 C.F.R. § 200.334.

Conflict of Interest: Notwithstanding any other Board Policies or Procedures, the District shall ensure that it avoids any conflicts of interest regarding any federal awards. The District will disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.

Legal Reference: 2 C.F.R. § 200.112.

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

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

Date of Adoption: [Insert Date]

Business OperationsSafe Driving Record Standard for Drivers

Standard for Pupil Transportation Vehicle Drivers: Each person who is required to have a permit to operate a pupil transportation vehicle for this School District shall meet all requirements to hold and continue to hold a pupil transportation operator's permit, including the successful completion of a physical assessment and a Medical Examiner's Certificate.

One of the requirements for obtaining such a permit is that the person have a record of satisfactory driving as determined by Board policy. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 7 years; or,
3. Reckless driving or willful reckless, within the immediate prior 7 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Small Vehicles for Activity Trips: Each person who drives a small vehicle (car or van) other than a pupil transportation vehicle for school activities and who is not required to have a permit to operate a pupil transportation vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 7 years; or,
3. Reckless driving or willful reckless, within the immediate prior 7 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Drivers who exclusively drive small vehicles for activity trips are not required to obtain a Medical Examiner's Certificate.

Standard for Drivers of Other School Vehicles: Each person who drives a school vehicle other than a pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position requires driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 7 years; or,
3. Reckless driving or willful reckless, within the immediate prior 7 years; or
4. Accumulation of 6 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3, 4 or 5 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Superintendent or Superintendent's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with the District and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

Legal Reference: Neb. Rev. Stat. Sections 79-318, 79-602, 79-607 and 79-608  
Neb. Rev. Stat. Sec. 60-4,182 (point system)  
Title 92, Nebraska Administrative Code, Chapters 91 & 92

Date of Adoption: [Insert Date]

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

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

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

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

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

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

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

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

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. Confidentiality:**

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

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

**5. Training:**

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

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

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

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

**7. Preventive Measures:**

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

information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

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

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

Date of Adoption: [Insert Date]

Personnel - All EmployeesDrug and Substance Use and Abuse

It is the policy of the [Name] Public School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol and illegal substances. The District will implement regulations and practices which will insure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

**Section 1 Drug-Free Workplace**

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.
6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

### **Section 2      Alcohol and Drug Testing**

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Legal Reference:      41 U.S.C. §§701 to 707  
                             49 U.S.C. §31306 and 49 CFR Part 382

Date of Adoption:    [Insert Date]

## 4009 - APPENDIX 1

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:  
FEDERAL REGULATIONS, [NAME] PUBLIC SCHOOL'S COMPLIANCE POLICIES  
AND PROCEDURES, AND EDUCATIONAL MATERIALS**

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, [Name] Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

**(A) The persons designated by [Name] Public Schools to answer employee questions about these materials are:**

Superintendent of Schools  
Secondary Principal

**(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:**

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

**(C) The term "safety-sensitive functions" means:**

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**(D) Employee conduct that is prohibited by the federal controlled substances and alcohol use and testing regulations includes:**

1. **Alcohol concentration.**  
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession.**  
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**  
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**  
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**  
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test.**  
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**  
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**  
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

**(E) The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:**

1. **Pre-employment testing.**  
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.

**2. Post-accident testing.**

- (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
- (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
  - (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
- (b) (1) *Alcohol tests.* Shall be administered within two hours following the accident unless such can not reasonably be done, and not more than eight hours following the accident.
- (2) *Controlled substance tests.* Shall be administered within 32 hours following the accident.
- (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

**3. Random testing.**

- (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
- (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.
- (d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

**4. Reasonable suspicion testing.**

- (a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).
- (b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:

- (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
- (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. **Return-to-duty testing.**

(a) Alcohol. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) Controlled Substances. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. **Follow-up testing.**

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

**(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:**

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

**(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.**

**(H) A "refusal to submit" to an alcohol or controlled substance test includes:**

*Refuse to submit* (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the

testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

**The consequences for refusing to submit to an alcohol or controlled substances test are as follows:** A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol (concentration of 0.04 or greater) or controlled substances test.

**(I) The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:**

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

**(J) The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include:** Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

**(K) Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected:** Information will be made available by the counselor to employees ~~upon request~~.

(L) The requirement that the following personal information collected and maintained under this part shall be reported to the Clearinghouse:

(i) A verified positive, adulterated, or substituted drug test result;

(ii) An alcohol confirmation test with a concentration of 0.04 or higher;

- (iii) A refusal to submit to any test required by law;
- (iv) An employer's report of actual knowledge of:
  - (A) On duty alcohol use; ~~pursuant to § 382.205;~~
  - (B) Pre-duty alcohol use ~~pursuant to § 382.207;~~
  - (C) Alcohol use following an accident ~~pursuant to § 382.209;~~ and
  - (D) Controlled substance use ~~pursuant to § 382.213;~~
- (v) A substance abuse professional (~~SAP as defined in § 40.3 of this title~~) report of the successful completion of the return-to-duty process;
- (vi) A negative return-to-duty test; and
- (vii) An employer's report of completion of follow-up testing.

Legal Reference:     49 CFR §382.601(b)(12).

Date of Adoption:     [Insert Date]

StudentsAdmission RequirementsMinimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School Board shall admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the Board.

Early Admission to Kindergarten:

The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approved and shall be made available to interested persons:

Early kindergarten enrollment exceptions may be made for younger children who are intellectually advanced. At a minimum, eligibility for the admission shall be based upon an analysis of the child's: (1) mental ability, (2) emotional/social development, (3) pre academic skills, and (4) fine motor skills.

The kindergarten early entrance assessment procedures are designed to identify and place in kindergarten those children who:

- a. will turn 5 years of age between August 1 and October 15;
- b. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- c. are selected on the basis of testing by professionals trained and certified to administer the assessments that will produce evidence of strength in:
  1. mental ability defined as scoring 84th percentile or above on a standardized assessment of cognitive ability such as the Wechsler Pre Primary Scale of Intelligence III, or the Stanford-Binet V;
  2. a test of emotional/social development such as the Behavior Assessment System for Children, Second Edition (BASC-2);
  3. 75th percentile or greater on a test of pre academic skills such as the Woodcock Johnson III; and
  4. a test of fine motor ability, scoring 75th percentile or above on a standardized measurement such as the Beery VMI.

In the discretion of the Superintendent or designee, the assessments may be administered by the School District's professional staff, or the parents or guardians may be required, at their own expense, to have all or some of the required assessments completed by reputable professionals and to submit the results of such assessments to the School District.

The decision regarding early entrance to kindergarten requires careful consideration of all factors that affect kindergarten success with final determination to be made based on the recommendation of the District Evaluation Team, to be composed of such individuals as the Superintendent or designee determine appropriate. The academic, social, and emotional readiness, as well as the student's physical development and well-being, must be weighed with institutional factors also considered. Sound decision making in the area of early entrance to kindergarten is dependent upon reliable information regarding a student's readiness and a thoughtful balancing of the myriad of factors implicated by the decision. Parents will be notified in writing of the results of the Early Kindergarten Entrance assessment and the determination of the District Evaluation Team in a timely fashion; not to exceed three weeks after the assessments are completed.

Parents must fill out the early entrance application forms, which include a parent questionnaire.

The assessment request and parent questionnaire must be completed and returned to the District no later than July 1st before fall enrollment to allow summer assessment to be completed.

Decisions regarding early kindergarten entrance must include consideration of the above and shall not be made based on sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.

Admission to First Grade:

A child may be eligible to enter first grade, even if the child has not attended kindergarten, if the child is six years of age or will be six years of age on or before October 15 of the current school year and school officials determine that first grade is the appropriate placement for the child.

Graduates:

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment.

Age 21:

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

- (1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, within 30 days of enrollment. Other reliable proof of the child's identity and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but may result in a referral to local law enforcement for investigation).
- (2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation.
- (4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox), and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement that establishes that an exception to the immunization requirements are met.
- (5) Every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

Enrollment of Expelled Students

If a student has been expelled from any public school district in any state, or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the School Board of this school district, in its sole and absolute discretion upon a proper application, approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the School Board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

Military Families

If a parent presents evidence to the District of military orders that the military family will be stationed in the State of Nebraska during the current or following school year, and the parent resides in or is stationed on federally owned property within the boundaries of the District, the District will enroll preliminarily the parent's students, including any such student that has an Individualized Education Plan, a 504 Plan, or otherwise receives special education services.

Legal Reference:     Neb. Rev. Stat. Sections 43-2001 to 43-2012  
                          Neb. Rev. Stat. Sec. 79-214  
                          Neb. Rev. Stat. Sections 79-217 to 79-223  
                          Neb. Rev. Stat. Sec. 79-266.01  
                          173 NAC Chapters 3 and 4 (HHS Regulations)

Date of Adoption:    [Insert Date]

## Students

### Full-time and Part-time Enrollment

#### Full-time Enrollment

Students must be enrolled in [Name] Public Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

1. enrolled students attending another state accredited institution such as a vocational-technical school or a college or university for school credit;
2. enrolled students taking the limited number of credits needed to graduate in the school year;
3. enrolled students in need of modified school attendance as an accommodation for a disability or similar unique circumstance;
4. enrolled students receiving special education services where the student's IEP requires a modified schedule, or non-enrolled students receiving special education services or other legally mandated services required to be provided to eligible resident children under state and federal laws and regulations;
5. students from other school districts participating in programs offered by the District pursuant to an interlocal agreement or other arrangement approved by the School Board; and
6. non-public school students in accordance with the policies and procedures set forth in this policy.

#### Part-Time Enrollment of Non-Public School Students

The School Board shall allow the part-time enrollment of students who are residents of the school district and who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as "non-public school students."

The School Board establishes the following guiding principles for enrollment of non-public school students:

- (1) The primary school for a non-public school student is the student's private, denominational, parochial or home school.
- (2) Enrollment of a non-public school student in [Name] Public Schools is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student's primary school.
- (3) Non-public school students are not to be given priority over full-time students.
- (4) Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
- (5) Enrollment of non-public school students is not to negatively affect the educational services to be provided to full-time students.

The School Board establishes the following specific policies and procedures for enrollment of non-public school students. In the event the specific policies and procedures require interpretation or do not fully resolve an issue, the above established guiding principles are to be considered.

A. Non-Public School Student Enrollment Application Procedures.

1. Application. Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.
2. Deadline for Applications. The application must be received by August 1<sup>st</sup> preceding the school year the student wishes to enroll.
  - a. Change of Residence Exception: The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
  - b. High School Course Exception: The application deadline for a student who desires to enroll in a second semester high school course is December 1<sup>st</sup>.
3. Action on Applications. The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.
4. Appeals. The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.
5. Annual Applications. Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.

B. Non-Public School Student Admission

1. Admission Requirements. Students must meet the normal admission requirements. This includes the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.
2. Admission Process. Students must complete the normal enrollment process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Students may not typically enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day.
2. Capacity Limits. Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes will ordinarily not be available for non-public school students.
3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.
4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determines to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.
5. Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, non-public school students may select their courses.

D. Non-Public School Student Policies

1. General Standard. Non-public school students who are enrolled part-time are to be subject to the same standards as full-time enrolled students except where appropriate to reflect their part-time status.
2. Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.
3. No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is enrolled, including as applicable State or District-wide assessments, as full-time students.
4. Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school-sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.
5. Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.
6. Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the principal or the principal's designee. Students must sign in and out of the school by following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.
7. Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement, unless otherwise required by law. Full-time students will be given first consideration for parking on the high school campus.

8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.
  
9. Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. Non-resident students may only be admitted on a part-time basis or permitted to participate in a school-sponsored extracurricular activity when required by law. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. Any student covered by this subsection must enroll in ~~no more and no less than~~ five credit hours through the District in any the semester in which the student participates in an extracurricular activity. There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Legal Reference: Neb. Rev. Stat. Sec. 79-2,136 and Sec. 79-526  
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: [Insert Date]

StudentsStudent Discipline

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

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent

- or guardian is to attend the conference. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.
- e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
  3. Expulsion:
    - a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
    - b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension.

During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.

- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. Alternative Education: Students who are expelled may be offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

- g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.
  - h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.
  - i. Religious Freedom. The District will not substantially burden a student's right to religious exercise unless the student's religious exercise is disruptive to the school environment, not permitted by staff, may pose a safety risk, or would otherwise interfere with the school day.
4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
  - b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

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

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

6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct. This includes "deep fakes" or other computer-generated images of other students or staff intended to bully, harass, intimidate, or humiliate another student or staff member.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes, including (but not limited to) a violation of the District's dress code and electronic communication device rules.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
- ~~15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the~~

~~student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.~~

~~16.15.~~ Willfully violating the behavioral expectations for riding school buses or vehicles.

A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

- a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
- b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing. Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.

For purposes of this policy, the term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student's locker, in the

main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that ~~is dangerous to the health and safety of anyone or is reasonably forecasted to~~ interfere with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
  - a. Clothing that shows an inappropriate amount of bare skin or underwear (~~midriffs, spaghetti straps, sagging pants~~) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
  - b. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - c. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
  - d. Head wear including hats, caps, bandannas, and scarves.
  - e. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
  - f. \_\_\_\_\_ Clothing or jewelry that is gang related

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any location where the student is authorized to be on such school grounds or at any school function, as long as the tribal regalia does not interfere with the educational process and does not endanger another person, as determined by the administration. Further, students will also be permitted to wear attire, including religious attire, natural and protective hairstyles, adornments or other characteristics associated with race, national origin, or religion, as long as the attire does not interfere with the educational process and does not endanger another person, as determined by the administration.

No student shall be disproportionately affected by a dress code or grooming policy enforcement because of the student's gender, race, color, religion, disability, or national origin.

No school staff shall permanently or temporarily alter or cut a student's hair.

The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

A student dress code violation will be treated as a minor rule violation and may not require the student to miss substantial classroom time, instructional time, or school activities. However, a repeated violation of school rules may subject the student to further discipline, as outlined in this Policy.

2. Academic Integrity.

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

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

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

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

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

(i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for "open book"

- tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
- (iii) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.
  - (iv) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
  - (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- i) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
  - (ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
  - (iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.

- (iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
- (v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.
- (c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.
- (2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:
- (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
- (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
- (3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.
- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at

a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.

(2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.

(3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

#### E. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

The foregoing reporting standards shall be reviewed annually by the school Board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

Legal Reference: Neb. Rev. Stat. Sections 79-254 to 79-296  
Neb. Rev. Stat. Section 79-2,160~~LB 43 (2024)~~

Date of Adoption: [Insert Date]

StudentsExtracurricular Activity Discipline**Section 1 Extracurricular Activity Philosophy**

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

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

Safety

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

Warning for Participants and Parents

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

**Section 2 Extracurricular Activity Code of Conduct**

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

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

**Scope of the Code of Conduct.**

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

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

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

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

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

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event,

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

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

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

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

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

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

This Code of Conduct, and all school, coach, and sponsor level codes of conduct for extracurricular activities, are to be interpreted in accordance with free speech rights. Using social media sites, even while not on school grounds or at a school activity, to engage in conduct or speech that constitutes bullying, harassment, threats, advocates or depicts illegal activity (e.g., illegal drug use, alcohol use, or sexual activity), or causes a substantial disruption to school activities (or is reasonably forecast to create a substantial disruption) may result in discipline, including suspension or removal from the team or the activity, subject to free speech rights. These activities are to be reported to school administration. Consequences will be determined by coaches, sponsors and/or administration.

### **Drug and Alcohol Violations.**

#### Meaning of Terms.

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

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

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

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

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

other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

**Consequences.**

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

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

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

**Drugs and Alcohol.**

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

1. First Violation: 45 days.
2. Second or Any Subsequent Offense: One calendar year.
3. Reduction for Self-Reporting: If the student has self-reported, the first violation shall be reduced to 21 days for the first violation. A commensurate reduction (approximately one-half, as determined by the administration) for a second or subsequent violation shall be given for self-reporting.
4. Reduction for Participation in Chemical Dependency Program: If the student and parents agree to participate in a school-approved program for chemical dependency, the consequence will be reduced to only the next activity in which the student was to participate (including at least one contest) in the case of a first violation, and to a commensurate reduction (approximately 80%, as determined by the administration, for a second or subsequent violation).  
The program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of program must be submitted in writing to the Activities Director. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extracurricular activities for one calendar year. All costs associated with the program are to be borne by the student/parent or guardian.
5. More Serious Violations: In the event of more serious drug or alcohol violations, such as students engaging in use of especially serious drug offenses (cocaine, meth, etc.) or procuring alcohol for minors, the consequence of the violation is not limited by the foregoing, and may be established in the good discretion of the administration.

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

1. First Violation: 60 consecutive days.
2. Second or Any Subsequent Offense: One calendar year.

**When Suspensions Begin.** All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

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

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

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

In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

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

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

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
3. When a student admits to violating one of the standards of the Code of Conduct.
4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

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

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

Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.

- a. The request for a hearing must be received by the Superintendent within five days of the Principal notifying the student of the discipline.
- b. If a hearing is requested:
  - i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
  - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
  - iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session).
5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

### Section 3 Attendance

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined by the Activities Director and the attendance policy are ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance for the full day. A student who is not in attendance the full day is ineligible for the contest, performance, or activity, unless otherwise excused. An exception must be approved by the Principal or Athletic Director.

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

### Section 4 Academic Standards

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

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

Eligibility criteria for part-time students is governed by Policy 5004, NSAA bylaws, and state law.

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

Date of Adoption: [Insert Date]

StudentsPromotion and Retention

Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the Principal, in consultation with the student's teachers and counselor, to be appropriate for the educational interests of the student and the school's educational program.

If a parent or guardian would like their student to retake a grade level, the parent or guardian must meet with the Superintendent or designee to discuss the student repeating a grade. At that meeting, the parent or guardian must provide evidence of academic needs, illness, or excessive absenteeism that would warrant the student to repeat the grade. A student in kindergarten through fourth grade may be retained due to academic needs, illness, or excessive absenteeism. A student in grades fifth through twelfth grade may be retained due to excessive absenteeism. At such meeting, the Superintendent or designee shall identify any alternative educational opportunities, including remedial instruction, if applicable, and verify any special education supports available to such student. If the student's parent or guardian still intends for their student to repeat a grade, such parent or guardian shall then complete the required form and return such form to the District. Upon completion of the form and if all requirements pursuant to this policy and law are met, the District shall permit the student to repeat the student's grade for the next school year.

Legal Reference: Neb. Rev. Stat. Sec. 79-526 & 79-2,161

Date of Adoption: [Insert Date]

StudentsAssociation Activities

The [Name] Public School District is a member of the Nebraska School Activities Association, which is a voluntary organization of public and private schools of Nebraska organized for the purpose of promoting and regulating the competition between schools in what is generally known as the extracurricular activities.

All students participating in extracurricular activities shall follow the rules provided by the Nebraska School Activities Association and rules of [Name] Public Schools. The Superintendent or designee shall, as required by law, designate each school-sponsored interscholastic athletic team or sport as either: (1) boys; (2) girls; or (3) mixed.

Students who represent [Name] Public Schools in any of its allied or extracurricular activities shall practice a high level of citizenship both in school and in community living.

Legal Reference:     LB 89 (2025)

Date of Adoption:     [Insert Date]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. Anti-retaliation:**

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

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

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

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

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

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

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

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

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

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

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

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

they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

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

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

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

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

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

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

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

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

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

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

**4. Confidentiality:**

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

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

**5. Training:**

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

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

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

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

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

**7. Preventive Measures:**

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

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

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

Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;

Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.

Section 504 of the Rehabilitation Act of 1973 (Section 504)

Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)

Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.

Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

## Students

### Identification of Learners with High Ability

The Board of Education recognizes that the student population includes students with exceptional academic abilities. Efforts to refer and identify learners with high ability will be made at each grade level. Multiple criteria shall be used for identification purposes and identification efforts shall be inclusionary.

~~Learners with high ability shall be identified in the academic areas of mathematics, science, social studies, and language arts. Identification of learners in grades 3-11 with high ability in the specified academic areas shall be based on the criteria listed below. Students shall meet two of the following criteria to be identified as a learner with high ability.~~

- ~~1) Composite total test score of the 95<sup>th</sup> percentile or above on the NRT **OR**, 95<sup>th</sup> percentile or above in math, reading, language arts, science, or social studies; **PLUS** a composite total of 80% or above on the same test.~~
- ~~2) A score of above average or higher on a cognitive screening test.~~
- ~~3) Teacher nomination.~~

~~A listing of students who meet the district criteria for learners of high ability and the areas of high capability of each of those students will be made available to classroom teachers, by the school district administration, within the first thirty (30) days of each school year.~~

~~Within the first thirty (30) days of each school year, the school district administration shall make available to parents or guardians of identified learners with high ability information about how their child has been identified. The Superintendent or designee shall develop and implement such criteria to identify high ability learners, and shall take steps to offer accelerated or differentiated curriculum programs that will address the educational needs of the identified students at levels appropriate for the abilities of those students. The accelerated or differentiated curriculum programs shall meet the standards of quality established by the Nebraska Department of Education.~~

~~The administration shall implement the district wide plan for learners with high ability, as such plan is modified from time to time, in accordance with applicable laws and regulations.~~

Legal Reference: Neb. Rev. Stat. Sections 79-1106 to 79-1108.03

NDE Rule 3

Date of Adoption: [Insert Date]

InstructionParental/Community Involvement in Schools

[Name] Public Schools, after having conducted a public hearing concerning parental involvement and participation, declares that it shall be the policy of the District:

1. In the event any parent, guardian, or educational decisionmaker of a student has a complaint or objection to textbooks, tests, curriculum materials, activities, digital materials, websites or applications used for learning, training materials for teachers, administrators, or staff, and any other instructional materials, the parent, guardian, or educational decisionmaker may request a personal conference with appropriate school personnel to discuss such concerns. The Superintendent or designee shall prepare a complaint form which may be used by a parent, guardian, or educational decisionmaker to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent, guardian, or educational decisionmaker.
2. Upon reasonable advance request, a parent, guardian, or educational decisionmaker -will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities unless the school determines that such attendance would substantially interfere with a legitimate school interest, which includes the interests of the parent's child, other students, and the educational staff.
3. Parents, guardians, and educational decisionmakers -are encouraged to communicate to school staff when the parent, guardian, or educational decisionmaker believes it to be appropriate for their child to be excused from testing, classroom instruction, learning materials, activities, guest speaker events, and other school experiences that the parent, guardian, or educational decisionmaker finds objectionable. The Superintendent or designee shall make a provision on the complaint form hereinabove referenced for receiving information from a parent, guardian, or educational decisionmaker concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection, and a proposed solution for dealing with the objection that would be satisfactory to the parent, guardian, or educational decisionmaker and consistent with the mission of the District and legitimate school interests. Parents, guardians, and educational decisionmakers are encouraged to contact the building principal with any questions about any test, curriculum, or surveys.
4. Upon request of a parent, guardian, or educational decisionmaker -the District will provide access to the education records of their child consistent with applicable law. Access will be provided during regular business hours of the school.

5. The District will notify parents, guardians, and educational decisionmakers when their child may be subjected to a standard norm referenced or criterion referenced test or standardized tests. When reasonable to do so or required by law, the parents, guardians, or educational decisionmakers will be notified of where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent, ~~or~~ guardian, or educational decisionmaker of such student shall be prohibited unless a parent, guardian, or educational decisionmaker requests in writing that such tests be administered to their child.
6. Parents, guardians, and educational decisionmakers will be notified in advance of any school-sponsored survey administered to students of the District when the survey concerns one or more of the following areas:
  - Political affiliations or beliefs of the student or the student's parent, guardian, or educational decisionmaker;
  - Mental or psychological problems of the student or the student's family;
  - Sex behavior or attitudes;
  - Illegal, anti-social, self-incriminating, or demeaning behavior;
  - Critical appraisals of other individuals with whom respondents have close family relationships;
  - Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
  - Religious practices, affiliations, or beliefs of the student or student's parent, guardian, or educational decisionmaker; or
  - Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Any survey administered by the District that asks a student to disclose any of the aforementioned topics, including any non-anonymous survey requesting a student provide information relating to drug, vape, alcohol, or tobacco use, then the District will, at least fifteen days prior to the administration of the survey, notify parents, guardians, and educational decisionmakers that their students will receive the survey. This notice must describe the nature and types of questions included in the survey, the purposes and age-appropriateness of the survey, how information collected by the survey will be used, who will have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results of such survey will be disclosed. After receiving such notice, parents, guardians, and educational decisionmakers may request a copy of the survey, review the survey, and/or exempt their student from participating in the survey.

No survey requesting sexual information of a student shall be administered to any student in kindergarten through grade six.

No personally identifiable information of any student survey shall be disclosed unless permitted or required by state and federal law.

7. As a general matter substantive decision-making processes will be left to the judgment of the professional staff, administration and the Board of Education, subject to an effort to receive information from parents, guardians, or educational decisionmakers as to any concerns, objections, or other information such parents, guardians, or educational decisionmakers would wish to provide to the school district concerning a parent's, guardian's, or educational decisionmaker's access, involvement, and participation in activities of the school.

Legal Reference: Neb. Rev. Stat. Sections 79-530 to 79-533  
Family Educational Rights and Privacy Act, 20 U.S.C. 1232g  
Protection of Pupil Rights Amendment, 20 U.S.C. 1232h

Date of Adoption: [Insert Date]

InstructionElectronic Communication Devices and Cell Phones

All students are prohibited from accessing or using an electronic communication device while on school property or attending a school instructional function, unless:

1. When required by a student's Individualized Education Program or 504 Plan;
2. When authorized by the District for educational purposes during instructional time;
3. In the case of an emergency or perceived threat of danger;
4. When necessary to monitor or manage a student's health care; or
5. When determined appropriate by the Superintendent or Superintendent's designee.

All exceptions listed herein must be approved in advance by the appropriate school staff member.

Any student who violates this Policy may be subject to discipline under the District's Student Discipline Policy.

Legal Reference: LB 140 (2025)

Date of Adoption: [Insert Date]

Instruction

Behavioral Intervention and Classroom Management

1. Purpose

The District is committed to creating a learning environment where every individual is valued, respected, and supported. This Policy emphasizes the shared responsibility of individuals for their actions and their ability to learn, grow, and thrive. This Policy further provides a framework for encouraging positive behavior, addressing challenges in a caring and constructive way, and ensuring safe and supportive school and classroom environments.

2. General Principles

As part of the District’s commitment to all students, the Board hereby implements a tiered-system of support to foster a positive school climate and culture, encourage appropriate student behavior, and provide the necessary supports for academic and behavioral success.

This Policy does not replace or alter the Student Discipline Act when behaviors warrant student disciplinary action under that Student Discipline Act.

3. Standards

<b>Tier 1: Universal Supports</b>			
	<b>District Level</b>	<b>School Level</b>	<b>Classroom Level</b>
<b>Sound Infrastructure &amp; Shared Leadership</b>	Develop and maintain a district-wide behavior framework, ensuring alignment with the district's vision and goals. Establish a leadership team to oversee implementation and sustainability.	Create school-level leadership teams to implement the district behavior framework. Build systems to support staff in consistent implementation of universal behavior strategies.	Teachers set up clear, consistent behavior expectations aligned with school and district policies. Classroom routines and physical environments are structured to promote positive behaviors.
<b>Layered Continuum of Support</b>	Ensure all schools have access to evidence-based universal behavior practices and instructional tools for promoting positive behavior.	Develop a school-wide plan for teaching and reinforcing positive behavior expectations for all students.	Integrate the development of emotional and interpersonal skills into daily instruction and explicitly teach expected behaviors.
<b>Data-Based Decision-Making</b>	Implement a district-wide behavior data system for tracking	Use behavioral data to assess school culture,	Collect and reflect on classroom behavior data to identify patterns or

	student behavioral incidents, attendance, and other indicators of behavior. Analyze district trends to guide support for schools.	climate and adjust universal supports.	unanticipated signs of distress and adjust teaching practices as needed.
<b>Communication and Collaboration</b>	Share district-wide behavior policies, expectations, and data with all stakeholders, including families and the community.	Develop intervention teams to identify students in need of Tier 2 support and manage their plans.	Teachers collaborate with intervention teams to integrate targeted strategies into the classroom.
<b>Tier 2: Targeted Supports</b>			
	<b>District Level</b>	<b>School Level</b>	<b>Classroom Level</b>
<b>Sound Infrastructure &amp; Shared leadership</b>	Provide a menu of evidence-based Tier 2 intervention and training for implementation.	Develop intervention teams to identify students in need of Tier 2 support and manage their plans.	Teachers collaborate with intervention teams to integrate targeted strategies into the classroom that align with school and district policies.
<b>Layered Continuum of Support</b>	Allocate resources to support targeted interventions, such as additional staff or training for small group supports.	Implement interventions such as mentoring programs, social skills groups, or targeted behavior coaching.	Provide additional supports like daily progress monitoring and structured break.
<b>Data-Based Decision-Making</b>	Use district-wide systems to track the effectiveness of Tier 2 interventions and adjust as needed.	Monitor progress using behavior data: point sheets, observations, or student self-assessments and input data in district-wide systems.	Document daily data on student progress to evaluate the impact of interventions.
<b>Communication and Collaboration</b>	Facilitate communication between schools, families, and community partners about available Tier 2 supports.	Engage families in the intervention process by providing regular updates and involving them in problem solving and goal setting.	Maintain open lines of communication with families about their child's progress and strategies to promote support the behavior goals at home.
<b>Tier 3: Intensive, Individualized Supports</b>			
	<b>District Level</b>	<b>School Level</b>	<b>Classroom Level</b>
<b>Sound Infrastructure &amp; Shared leadership</b>	Ensure access to specialized staff to design and oversee intensive interventions.	Assemble a multidisciplinary team to develop and implement Functional Behavioral Assessments (FBAs) and Behavior	Collaborate with specialists to integrate individualized supports into classroom routines that align with school and district policies.

		Intervention Plans (BIPs).	
<b>Layered Continuum of Support</b>	Coordinate external services and resources for students requiring wraparound support beyond the school.	Provide interventions or sessions tailored to the student's unique needs and communicate with external services and resources to align supports for students.	Consistently implement accommodations and modifications, such as sensory supports or de-escalation plans, to address individual behaviors.
<b>Data-Based Decision-Making</b>	Regularly review data on Tier 3 interventions and outcomes to ensure its effectiveness.	Use detailed, frequent data collection to refine and adjust BIPs based on student progress.	Implement daily monitoring and adjust individualized strategies as data indicates.
<b>Communication and Collaboration</b>	Partner with community agencies to align supports for students with complex needs.	Conduct regular meetings with families to review and revise plans based on student progress.	Provide ongoing feedback to families and specialists about the student's daily performance, progress, and needs.

4. Addressing Dysregulated Behavioral and Classroom Removal

This Policy outlines a structured approach for managing dysregulated behavior that disrupts the learning environment or poses safety concerns. The aim is to ensure the safety and well-being of all students and staff, while supporting the student in developing self-regulation skills and reintegrating into the classroom.

A. Criteria for Removal

- i. *Safety Concerns*: Immediate removal may occur if a student poses a threat to their own safety, the safety of others, or the environment.
- ii. *Disruption to Learning*: Removal may be necessary if the student's behavior significantly disrupts instruction or the learning environment.
- iii. *Attempted Interventions*: Whenever possible, staff should use de-escalation techniques, behavior redirection, or other Tier 1 or Tier 2 interventions before considering removal. Severe behaviors that endanger safety may bypass prior interventions.

B. Procedure for Removal

- i. *Behavior Documentation*: The teacher or staff member documents the behavior leading to the removal, including antecedents, attempted interventions, and the incident itself. A clear, objective description of the behavior must be included.

- ii. *Safe Transition*: The student is escorted to a designated safe space, such as the office or a designated calming area, by trained personnel. Efforts are made to ensure the student remains calm and safe during the transition.
- iii. *Notification*: Parents or guardians are notified as soon as possible about the removal. A detailed account of the behavior and any interventions attempted are shared.

#### C. Post-Removal Actions

- i. *Restorative Meeting*: A meeting involving the student, parents or guardians, teacher or other designated staff member, and administrator may be scheduled to review the behavior, its impact, and steps to prevent recurrence. The meeting emphasizes restoring relationships and understanding the root cause of the behavior.
- ii. *Behavior Support Plan (if needed)*: For recurring incidents, a behavior support plan is developed or reviewed, including targeted interventions and supports aligned with the student's needs. The plan may include strategies such as check-ins, mentoring, or additional behavioral learning supports.

#### D. Transition Back to the Classroom

- i. *Reintegration Plan*: The student returns to the classroom with appropriate support, which may include a reintegration checklist, a designated buddy, or frequent check-ins with a trusted adult. Expectations and routines are explicitly reviewed with the student.
- ii. *Ongoing Support and Monitoring*: Follow-up meetings with the student, teacher or other designated staff member, and parents/guardians are scheduled to evaluate progress. Data from behavior observations are used to adjust interventions and supports as needed.
- iii. *Focus on Positive Growth*: A strengths-based approach is applied to recognize and reinforce improvements in behavior.

#### 5. Communication and Collaboration

Families are partners in addressing the student's behavior and supporting reintegration. School staff will provide clear and transparent communication about any incident, the student's plan for return, and available resources. Collaboration will also occur between general education, special education, school psychologist, behavior specialists, school counselors, and/or social workers to ensure all supports align with the student's needs and strengths.

#### 6. Required Training

The District will ensure that school employees are trained in behavioral awareness and intervention as required by this Policy and state law. The Superintendent is hereby delegated the authority and responsibility to develop or contract for such training and to ensure that the appropriate staff receive said training as required by state law.

#### 7. Monitoring and Feedback

Parents, guardians, students, advocates and community members are encouraged to provide feedback on this Policy and the District's actions under this Policy. The Superintendent or designee is also directed to provide any feedback to the Board of Education as the Superintendent deems appropriate.

Legal Reference: Neb. Rev. Stat. § 79-262.01

Date of Adoption: [Insert Date]

## Procedures for Complaints of Sex Discrimination

### A. Background

All employees are responsible for helping to prevent discrimination on the basis of sex. Employees, or students who believe they have been subjected to, or believe they have witnessed, discrimination on the basis of sex should contact the Title IX Coordinator.

The following individuals may file a complaint alleging sex-discrimination:

- a. A student or employee of [School District] who is alleged to have been subjected to conduct that could constitute discrimination on the basis of sex.
- b. A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or
- c. The District's Title IX Coordinator(s).

Anyone making a claim of discrimination must submit the complaint in writing to the Title IX Coordinator using the following contact information:

#### TITLE IX COORDINATOR CONTACT INFORMATION

[Coordinator Name]

[Address]

[City, State, Zip]

[Phone Number]

[Email Address]

Complaints of discrimination on the basis of sex shall be investigated and, if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion if the offender is a student. Retaliatory action will not be taken against an employee or student for good faith reporting discrimination or harassment.

The following will apply to all investigations of sex-discrimination, pursuant to this procedure:

- a. The District will treat complainants (the employee, student, or representative making the claim) and respondents (those accused of sex discrimination) equitably.
- b. The District will not permit any Title IX Coordinator, investigator, or decisionmaker to have a conflict of interest or bias for or against any complainant or respondent.
- c. The District will ensure that the Title IX Coordinator, investigator, and decisionmaker will not predetermine or presume that the respondent is responsible for the alleged sex harassment until a determination is made at the conclusion of the investigation process.
- d. The District will take reasonable steps to protect the privacy of the parties and witnesses during the grievance process. These steps will not restrict the ability

of the parties to obtain and present information, including speaking to witnesses, consulting with their family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures.

- e. The District will not allow the parties to engage in retaliation.
- f. The District will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
- g. The District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

## **B. Informal Complaint Process**

When the Title IX Coordinator receives or initiates a concern of possible sex discrimination in the District, the Coordinator may designate a District employee (including themselves) to initiate an investigation. Within a reasonable time after receipt of the concern, the Title IX Coordinator may file a formal Title IX Complaint if the Coordinator determines a formal complaint is warranted.

## **C. Formal Complaint Process for Complaints of Sexual Harassment**

The following procedures apply only in the event that a Formal Complaint is filed with the Title IX Coordinator. All other reports of sexual harassment shall be resolved using the informal complaint process or other Board Policies. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual's participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District's education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the

Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person, by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Dismissal of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under the general complaint process.

5. Notice of Formal Complaint: If the allegations in the Formal Complaint allege misconduct which qualifies under the Formal Complaint process (as outlined in Paragraph C.1.), the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

6. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within. The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator and may be extended upon the determination of the Title IX Coordinator. Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the "Draft Investigative Report." The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decisionmaker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decisionmaker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decisionmaker.

6a. Additional Rights of the Parties During Formal Investigations:

- During any meetings or interviews, any party may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the

Investigator's questions.

- The District shall provide written notice of the date, time, location, participants, and purpose of any investigative interviews or other meetings throughout the course of the formal investigation to the party whose participation is invited or expected.

7. Determination of Responsibility Under Formal Complaint: Upon receipt of the Final Investigative Report, the Decisionmaker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties' relevant questions. The Title IX Coordinator will provide each party, and the Decisionmaker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party. Once the Decisionmaker has received the answers to relevant questions submitted by the parties, the Decisionmaker shall consider the answers and the Decisionmaker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decisionmaker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as the Complainant, Respondent, or witness. The Decisionmaker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient's code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and
- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

8. Appeal of Formal Complaint: If either party is not satisfied with the outcome of the investigation and the decision of the Decisionmaker, they may appeal only on the following bases: 1) Procedural irregularity that affected the outcome of the matter; 2) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and/or 3) The Title IX Coordinator, Investigator, or Decisionmaker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter. The request for an appeal shall be in writing and submitted to the Superintendent within ten days of the receipt of the Final Report. Upon notice of an appeal by either party, the Superintendent shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties. The Superintendent shall give both parties a reasonable and equal

opportunity to submit a written statement in support of or challenging the outcome. The Superintendent shall review the investigative report, Decisionmaker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

**D. Removal from Education Environment During Investigation**

During an investigation under a general complaint or a formal complaint, the District may place an employee on administrative leave during the pendency of the investigation. The District may also act to remove a student respondent entirely or partially from its education programs or activities on an emergency basis when an individualized safety and risk analysis has determined that an immediate threat to the physical health or safety of any student or other individual arising from the allegations justifies removal.

**E. Supportive Measures**

Throughout the investigation, either party may be entitled to supportive measures. The Title IX Coordinator is responsible for coordinating the implementation of supportive measures. Complainants and Respondents are both entitled to supportive measures. Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus and other similar measures. The District shall maintain as confidential any supportive measures provided to the complainant or respondent to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.

**F. Record Keeping**

The District will maintain relevant documentation obtained during the investigation and findings, supportive measures, and disciplinary sanctions for a period of seven years.

Pender School Football Concession/Restrooms

Original price for this building at 200 amp was \$22,025.00

Prposal #1

Changing panel in Concession/Restrooms to 400 amp 120/208 1 phase

150 KVA Transformer

400 amp Panel

300 aluminum wire Primary

350 aluminum wire secondary

2 ½" pvc pipe for Primary

3" Pvc Pipe secondary

No breaker in Main Panel

No repair of sprinkler lines

Drain for storage in Crows Nest Needs to be located

Changing 200 amp to 400 amp Panel Add of : \$7,500.00

There are some outside lights that were added later, are they needed, or an after thought?

There will be exit & emergency lites that may need to be added.

You could probably figure about \$150.00 a fixture for above items, neither in original price.

Pender Football/Track irrigation system

Proposal #4

This is coming from 400 amp Panel in Concession

This would include all conduit, wire, switch at control panel.

This price would be \$1,100.00

No repair of sprinklers

Pender School Football/Track Field Lift Station

Proposal #2

This would include wire, conduit, breaker in 400 amp Panel, & a service Disconnect on rack  
At Lift Station.

No repair of sprinkler lines

Total price of this item: \$,3,500.00

Pender School Football/Track Lift Station

Proposal #3

This for hookup of Lift Station, after Penro's install.

This would include all conduit, wire, labor, installing Lift Station panels, building of rack.

Total on this part would be the same if we came from scoreboard or Concession.

This is just wiring of Lift Station after Penro gets it in the ground.

Total Price for this is \$5,500.00

Pender School Football/Track scoreboard

Proposal #5

This would be if the city furnished power to scoreboard or power from Lift Station.

This would include all wire, conduit, 100 amp 3R panel/W 6 20 amp breakers, rack, &

Conduit & wire from meter set or power from Lift Station to panel

No sprinkler repair

Price on this \$\$4,500.00

# Electrical Service for Sports Complex Scoreboard

Install pole-mounted transformer on Slaughter transmission line and trench in secondary wire to pedestal-mounted meter/disconnect by scoreboard.

#	ITEM	QTY	UNIT	UNIT COST	EXTENDED COST
1	Transformer: Pole mount 15kVa, 7200v primary, 120/240v	1	EA	\$ 1,077.60	\$ 1,077.60
2	Transformer Connecters	3	EA	\$ 8.70	\$ 26.10
3	4/0 Triplex, Underground secondary	300	FT	\$ 2.52	\$ 756.00
4	PVC pole riser, 2", 3 x 10ft pcs	3	EA	\$ 72.90	\$ 218.70
5	Cutout and Arrestor, 15kVa	1	EA	\$ 403.60	\$ 403.60
6	Disconnect w/ Meter, Pedestal	1	EA	\$ 1,020.00	\$ 1,020.00
7	Trenching	260	FT	\$ 3.00	\$ 780.00
8	Bucket Truck	2	HR	\$ 150.00	\$ 300.00
9	Labor	10	HR	\$ 65.00	\$ 650.00
					\$ 5,232.00

# Gas service for Sports Complex Consession Stand

Instrall tap on main along Slaughter street and trench gas line to consession stand.

#	ITEM	QTY	UNIT	UNIT COST	EXTENDED COST
1	3" steel x 3/4" poly tap tee, bolt-on	1	EA	\$ 317.39	\$ 317.39
2	3/4" poly risers, anodeless	3	EA	\$ 58.20	\$ 174.60
3	3/4" poly line	850	FT	\$ 0.48	\$ 408.00
4	Regulator: 50#-2#, Threaded 1" inlet	1	EA	\$ 246.00	\$ 246.00
5	Valve, Gas	2	EA	\$ 61.20	\$ 122.40
6	Trenching	840	FT	\$ 3.00	\$ 2,520.00
7	Mini Excavator	2	HR	\$ 150.00	\$ 300.00
					<hr/>
					\$ 4,088.39