

Board of Education Regular Meeting  
Monday, July 11, 2022 7:30 PM  
Fillmore Central High School  
1410 L Street  
Geneva, NE 68361-1599

1. **Call to Order**
2. **Recognize Open Meetings Laws and location of the poster**
3. **Roll Call**
4. **Declaration of Legal Meeting/Excuse Absences**
  - 4.1. Declaration of Legal Meeting
  - 4.2. Excuse Absences
5. **Public Comment**
6. **Reports from Administration**
7. **Action Items**
  - 7.1. Consent Agenda
    - 7.1.1. Approval of the Minutes of the following board meetings: June 13, 2022
    - 7.1.2. Receive, review and accept Finance reports
    - 7.1.3. Review and approve the General Fund Claims
    - 7.1.4. Review and approve the Building Fund Claims
  - 7.2. Review, discuss and approve District Employee and Classified Staff Handbooks
  - 7.3. Review, discuss and approve the 2022-2023 Miscellaneous Charges Schedule
  - 7.4. Hear proposal and information, review, discuss a possible action on adding key fobs to our existing buildings
  - 7.5. Review discuss and take any possible action on replacing the sound system in the High School gym

7.6. Review discuss and take any necessary action on a walking trail easment south of the football field fencing.

7.7. Discuss, consider and take possible action on downtown gymnasium

7.8. Review, discuss and take any necessary action on the Back to School Framework - Safety Plan

8. **Discussion Items**

8.1. Status of current football field fencing, bleachers and lights

8.2. Student Fee Review

8.3. Discuss Possible Board Retreat Date in October

8.4. Review and Discuss Postcard Bill Timeline

8.5. Review Next Meeting Dates: August 1, 2022 Budget Workshop at 7:30 and August 15, 2022 Regular Board of Education meeting

9. **Adjourn meeting**

## July 11th, 2022 Board Report

1. Call to Order
2. Recognize Open Meeting Act and Location of Poster
3. Roll Call
4. Declaration of Legal Meeting/Excuse absences
5. Public Comment
6. Reports from Administration

### My Report

New Classified Staff Hires – We have been able to hire several positions since our job fair.

KSB Policy Committee – we continue to meet and have finished the 3000's.

HVAC Report – Elementary and High School

Elementary Update

High School Compressor

We had 1 of our 4, 35 horse power R22 compressors fail at the high school.

We ordered a new compressor.

Elementary Electrical Bills- After several visits by NPPD and their engineer they located the the problem. We have an almost \$20,000 credit coming back to us. They asked if we want credited on future bills or receive the full amount now.

Insurance Renewal – I have met with Cody Lightwine, there will be increase overall, but Cyber insurance up \$600 or 25% and commercial property up 10%-15%.

Auditor- I have talked with our auditor and have confirmation for this year.

I Met with Amy Nelson and Lynn Mussman to discuss the time-line of LB644.

## 7. Action Items

7.1 Consent Agenda

7.1.1 Minutes – the minutes of the June Board meeting are on the Sparq meeting site for your review and approval.

7.1.2 Financial Reports – the reports from June are for your review and on the Sparq meetings website.

- 7.1.3 General Fund Claims – If you need more information on any claims, contact Lynne or I prior to the board meeting and we will get that for you.
- 7.1.4 Building Fund-if you have questions please contact Lynne or I prior to the board meeting and we will get it for you.
- 7.2 Review, Discuss, and Approve District Employee and Classified Staff Handbooks  
We will need to decide on staff mileage rate.
- 7.3 Review, Discuss, and Approve the 2022-23 Miscellaneous Charges Schedule
- 7.4 Hear proposals and information, Review, Discuss, and take any necessary action with regards to Key Fobs being added to our school buildings' existing doors.
- 7.5 Review, Discuss, and take any necessary action with regards to updating the sound system in the high school gym.
- 7.6 Review, Discuss, and take any necessary action on walking trail easement south of football field fence.
- 7.7 Discuss, Consider, and possibly take action on the DT Gym.
- 7.8 Review, discuss, and take any necessary action to the Back to School Plan
- 8 Discussion Items
- 8.1 Status of the current Football field fencing, bleachers, lights
- 8.2 Student Fee Review
- 8.3 Discuss possible Board Retreat and dates in October
- 8.4 Budget Timeline new postcard bill
- 8.5 Review next meeting dates – August 1 Budget Workshop at 7:30, August 15<sup>th</sup> board meeting.
- 9 Adjournment

Board of Education Regular Meeting  
Monday, June 13, 2022 7:30 PM Central  
Posting Locations:

Fillmore Central High School  
1410 L Street  
Geneva, NE 68361-1599

- Nebraska Signal

Posted Date: June 7, 2022

Chad Engle: Present  
Shaun Farmer: Present  
Doug Gergen: Present  
Christin Lovegrove: Present  
Whitney Peppard: Present  
Scott Schelkopf: Present  
Present: 6.

1. Call to Order

President Shaun Farmer called the meeting to order at 7:30 pm.

2. Recognize Open Meetings Laws and location of the poster

3. Roll Call

4. Declaration of Legal Meeting/Excuse Absences

4.1. Declaration of Legal Meeting

Recommendation that the Board declare this regular meeting of June 13, 2022 a legal meeting passed with a motion by Chad Engle and a second by Doug Gergen.

Chad Engle: Yea, Shaun Farmer: Yea, Doug Gergen: Yea, Christin Lovegrove: Yea,  
Whitney Peppard: Yea, Scott Schelkopf: Yea  
Yea: 6, Nay: 0

4.2. Excuse Absences

There were none.

5. Public Comment

6. Reports from Administration

Superintendent – Mr. Cumpston – Mr. Cumpston updated the Board regarding Licensed Mental Health Practitioner funding through ESSRs funds, purchasing a vehicle for the middle school to help transport students, the math curriculum, and social/emotional training for the district. He also reported that we have received approval for purchasing desks/seating in classrooms using ESSRs funds. He also reported that we will be able to pay for three paraprofessionals at the elementary and middle schools using ESSERS funds to assist with learning loss and behavioral issues. The Job Fair was a success with better than anticipated attendance. The policy committee process was reviewed.

NOTE: Principals are not required to attend meetings in the summer months. Mr. Theobald was in attendance.

## 7. Action Items

### 7.1. Consent Agenda

Recommendation that the Board approve the Consent Agenda passed with a motion by Scott Schelkopf and a second by Doug Gergen.

Chad Engle: Yea, Shaun Farmer: Yea, Doug Gergen: Yea, Christin Lovegrove: Yea, Whitney Peppard: Yea, Scott Schelkopf: Yea

Yea: 6, Nay: 0

7.1.1. Approval of the Minutes of the following board meetings: April 26, 2022 and May 16, 2022

7.1.2. Receive, review and accept Finance reports

7.1.3. Review and approve the General Fund claims

7.1.4. Review and approve the Building Fund claims

7.2. Review, discuss and take any necessary action on the Back to School Framework – Safety Plan

No action was taken.

7.3. Purchase up to \$55,000 of Classroom Furniture Using ESSERS Funds

Recommendation that the Board approve combined purchases of up to \$55,000 for classroom furniture using ESSERS funds passed with a motion by Doug Gergen and a second by Chad Engle.

Chad Engle: Yea, Shaun Farmer: Yea, Doug Gergen: Yea, Christin Lovegrove: Yea, Whitney Peppard: Yea, Scott Schelkopf: Yea

Yea: 6, Nay: 0

Approximately \$26,000 will be used at the high school to purchase hexagon shaped desks that can be reconfigured into various groupings and 120 chairs. This allows for the removal of the desk and chair combination pieces. Approximately \$5,000 will be used for new science tables at the middle school and another \$5,000 will be used for an additional classroom. There is no anticipated need at the elementary at this time.

7.4. Hire two para educators using ESSERS funds to address learning loss

Recommendation that the Board approve hiring two additional paraprofessionals using ESSERS funds to address learning loss passed with a motion by Christin Lovegrove and a second by Doug Gergen.

Chad Engle: Yea, Shaun Farmer: Yea, Doug Gergen: Yea, Christin Lovegrove: Yea, Whitney Peppard: Yea, Scott Schelkopf: Yea

Yea: 6, Nay: 0

Discussion was held regarding the funding of these two positions. These positions will be at the elementary and middle schools.

## 8. Discussion Items

### 8.1. Review and Discuss Future ESSERS Spending

Discussion was held regarding the survey that was sent out regarding ESSERS. Fillmore Central has allocated all of the ESSER's 1 money which had to be used by September, 2022. ESSERs II funds need to be allocated and spent by the fall 2023. At this time we are using the money for the following: Branching Minds software and training, computer licenses, IXL, Lexia, computers, mimeo boards, an additional 12 hours of licensed mental health practitioner services, furniture and school bus cameras. ESSERs III funds need to be spent by the fall of 2024. At this time plans for these funds include English/Language Arts, Science, and Math books/curriculum; Marzano training and books; additional licensed mental health practitioner services, and a portion of the data steward and paraprofessional costs.

### 8.2. Review District Employee and Classified Staff Handbooks

Changes in the handbooks were highlighted and discussed.

### 8.3. Report on Status of Elementary HVAC System

At this time we are waiting to hear from Marty Kasl regarding coil issues and replacing/adding glycol to the system. Discussion was held regarding having NPPD check the controls regarding the high electricity bills.

### 8.4. Review 2022-2023 Miscellaneous Charges Schedule

It was noted that all Fillmore Central students are admitted to regularly scheduled home events free of charge.

Discussion was held regarding raising the substitute pay to \$145 per day.

### 8.5. Review Parent Involvement Policy

The Board conducted the annual policy review.

### 8.6. Review Bullying Policy

The Board conducted the annual policy review.

### 8.7. Set date for possible Budget Workshop

Dates for the following meetings were set: August 1, 2022 – Budget Workshop and August 15, 2022 – Regular Board of Education Meeting.

### 8.8. Discuss Possible Board Retreat and Dates

The retreat will be held in October or November with a date to be set at a future meeting.

### 8.9. Review and Discuss proposed Walking Trail location

The Board went outside to view and discuss the location on the city easement. There may be a change in the location of the path to the fence surrounding the football field. Signage will also be needed for a street crossing. Mr. Cumpston will check on district liability.

8.10. Discuss replacing Sound System in High School Gymnasium

Discussion on replacing the high school gymnasium sound system was held. The current system is not adequate. We need a system with a clear sounding microphone for presentations, graduations and has the ability to play music. Two quotes for approximately \$20,000 each and one quote for \$40,000 have been received at this time.

8.11. Discuss Adding Key Fobs to Select Exterior Doors at Each Building

It will cost approximately \$60,000 to add fobs to 8 or 9 doors at each of the three buildings.

8.12. Review and Discuss Downtown Gym Appraisal

Recommendation that the Board and Mr. Cumpston to enter executive session at 9:11 pm to discuss the downtown gym appraisal passed with a motion by Chad Engle and a second by Scott Schelkopf.

Chad Engle: Yea, Shaun Farmer: Yea, Doug Gergen: Yea, Christin Lovegrove: Yea, Whitney Peppard: Yea, Scott Schelkopf: Yea  
Yea: 6, Nay: 0

Recommendation that the regular meeting be reconvened at 9:38 pm passed with a motion by Doug Gergen and a second by Chad Engle.

Chad Engle: Yea, Shaun Farmer: Yea, Doug Gergen: Yea, Christin Lovegrove: Yea, Whitney Peppard: Yea, Scott Schelkopf: Yea  
Yea: 6, Nay: 0

8.13. Next Meeting: July 11, 2022

9. Adjourn meeting

Recommendation that the regular meeting of June 13, 2022 be adjourned at 9:39 pm passed with a motion by Doug Gergen and a second by Whitney Peppard.

Chad Engle: Yea, Shaun Farmer: Yea, Doug Gergen: Yea, Christin Lovegrove: Yea, Whitney Peppard: Yea, Scott Schelkopf: Yea  
Yea: 6, Nay: 0

CLERK'S REPORT

Reporting Period: 6/30/2022

<b>Beginning Checking Account Balance</b>		<b>\$3,107,131.52</b>
FCPS Activity Fund	Track Meet FAT System Services	\$855.52
Educational Service Unit #6	June Rent	\$8,979.28
Educational Service Unit #6	Substitute Teacher Reimbursement	\$139.95
Fillmore County Treasurer	General Fund Taxes	\$929,702.32
Payroll Accounts	Payroll Tax Deposits	\$95,818.23
State of Nebraska	Sped School Age 2020-2021	\$126,338.00
EMC Insurance Companies	2017 Freightliner Bus Damages	\$857.22
FCPS Activity Fund	Staff Salary & Benefits Reimbursement	\$23.48
City of Geneva	Senior Center Rent	\$130.00
State of Nebraska	June State Aid	\$9,031.00
Heartland Bank	Checking Interest	\$355.94
Total Receipts		\$1,172,230.94
Plus Transfer from Hot Lunch Fund to Checking (Payroll Direct Deposits)		\$7,740.82
Plus HSA Corrections		\$0.00
Plus Bank Posting Errors		\$8,561.52
Less Disbursements		\$801,995.55
<b>Checking Account Balance</b>		<b>\$3,493,669.25</b>
Bank Statement Balance		\$3,546,010.96
Less Outstanding Checks		(\$52,341.71)
<b>Checking Account Balance</b>		<b>\$3,493,669.25</b>
General Fund Checking Account Balance		\$3,493,669.25
FCPS Checking Account Balance		\$23,346.73
General Fund CD's (including accrued interest)		\$0.00
<b>Total General Fund Balance</b>		<b>\$3,517,015.98</b>

Prepared By:

  
\_\_\_\_\_

Approved By:

  
\_\_\_\_\_

Date Prepared:

7/5/2022

**FCPS FUND - June 2022**

Verizon Wireless	Cell Phones	\$247.54
Lynne Houser	Mileage	\$45.59
Nebraska Coaches Association	Memberships	\$2,460.00
Geneva Super Foods	Supplies	\$128.12
Quadient Finance USA Inc	Middle School Postage	\$200.00
Lynne Houser	Postage	\$8.56
Quadient Finance USA Inc	High School Postage	\$923.68
WalMart	Supplies	\$55.32
Windstream	Telephone	\$764.29
<b>TOTAL</b>		<b>\$4,833.10</b>

**MASTERCARD - June 2022**

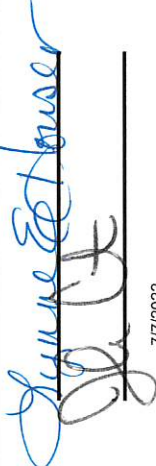
Walmart	Supplies	\$110.49
<b>TOTAL</b>		<b>\$110.49</b>

FUND REPORTS - June 2022							
<b>BUILDING FUND</b>							
9/1/2021	Month	YTD	Month	YTD	YTD	Current	Current
Beg. Bal.	Receipts	Receipts	Disburse.	Disburse.	Balance	Checking	CD
\$ 383,398.93	\$ 77,038.89	\$ 589,606.56	\$ -	\$ 51,646.06	\$ 921,359.43	\$ 921,359.43	\$ -
<b>GENERAL FUND PROPERTY TAX RECAP</b>							
Budgeted	Current Mo.	YTD	YTD %				
Amount	Collected	Collected	Collected				
\$ 7,476,205.00	\$ 61,161.04	\$ 7,375,840.64	98.66%				
<b>DEPRECIATION FUND</b>							
9/1/2021	Month	YTD	Month	YTD	YTD	Current	Current
Beg. Bal.	Receipts	Receipts	Disburse.	Disburse.	Balance	Checking	CD
\$ 117,940.56	\$ 9.69	\$ 88.01	\$ -	\$ 46,575.00	\$ 71,453.57	\$ 71,453.57	\$ -
<b>EMPLOYEE BENEFIT FUND</b>							
9/1/2021	Month	YTD	Month	YTD	YTD		
Beg. Bal.	Receipts	Receipts	Disburse.	Disburse.	Balance		
\$ 55,413.07	\$ 3,671.50	\$ 37,415.28	\$ 3,980.35	\$ 39,490.07	\$ 53,338.28		
<b>PAYROLL RETIREMENT FUND</b>							
9/1/2021	Month	YTD	Month	YTD	YTD		
Beg. Bal.	Receipts	Receipts	Disburse.	Disburse.	Balance		
\$ -	\$ 74,250.36	\$ 759,768.56	\$ 74,250.36	\$ 759,768.56	\$ -		
<b>UNEMPLOYMENT SAVINGS ACCOUNT</b>							
9/1/2021	Month	YTD	Month	YTD	YTD	Current	Current
Beg. Bal.	Receipts	Receipts	Disburse.	Disburse.	Balance	Savings	CD
\$ 64,272.27	\$ 1.41	\$ 83.16	\$ -	\$ -	\$ 64,355.43	\$ 34,216.64	\$ 30,138.79
<b>HOT LUNCH PROGRAM</b>							
9/1/2021	Month	YTD	Month	YTD	YTD		
Beg. Bal.	Receipts	Receipts	Disburse.	Disburse.	Balance		
\$ 71,749.12	\$ 37,274.64	\$ 461,376.13	\$ 15,744.17	\$ 457,369.25	\$ 75,756.00		
<b>ACTIVITIES REPORT</b>							
9/1/2021	Month	YTD	Month	YTD	YTD	Current	Current
Beg. Bal.	Receipts	Receipts	Disburse.	Disburse.	Balance	Checking	CD/Checking
\$ 311,975.46	\$ 9,696.11	\$ 294,889.15	\$ 8,868.91	\$ 294,546.60	\$ 312,318.01	\$ 200,579.02	\$ 111,738.99

**FILLMORE CO. SCHOOL DIST. #30-0025  
COUNTY TREASURER'S RECEIPTS**

Reporting Period: June 1-30 2022

TAX_SOURCE	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Y-T-D
Levied Tax 2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2019	\$0.00	\$0.00	\$481.68	\$0.00	\$427.12	\$120.29	\$0.00	\$63.60	\$0.00	\$0.00	\$0.00	\$0.00	\$1,092.69
Interest 2019	\$0.00	\$0.00	\$89.51	\$0.00	\$0.00	\$0.00	\$0.00	\$14.99	\$0.00	\$0.00	\$0.00	\$0.00	\$104.50
Levied Tax 2020	\$1,743,377.77	\$193,608.66	\$9,559.32	\$3,818.61	\$14,670.15	\$6,844.12	\$3,683.26	\$2,730.23	\$0.00	\$0.00	\$0.00	\$0.00	\$1,978,292.12
Interest 2020	\$232.78	\$676.00	\$296.83	\$150.24	\$776.22	\$531.29	\$325.67	\$254.90	\$0.00	\$0.00	\$0.00	\$0.00	\$3,243.93
Levied Tax 2021	\$0.00	\$0.00	\$0.00	\$0.00	\$1,089,012.87	\$215,070.87	\$124,070.54	\$298,748.35	\$1,655,627.29	\$889,847.13	\$22,774.23	\$0.00	\$4,295,151.28
Interest 2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$289.18	\$222.75	\$0.00	\$0.00	\$511.93
Vehicle Tax 2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2020	\$21,026.90	\$16,018.54	\$14,984.30	\$23,811.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,841.62
Vehicle Tax 2021	\$0.00	\$0.00	\$0.00	\$0.00	\$35,016.28	\$95,158.95	\$25,001.86	\$23,804.91	\$22,674.65	\$28,092.84	\$29,376.62	\$0.00	\$259,126.11
Homestead Exemption	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,787.44	\$8,787.44	\$8,787.44	\$8,787.44	\$8,787.44	\$0.00	\$43,937.20
Property Tax Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$359,269.63	\$0.00	\$359,269.63	\$0.00	\$0.00	\$0.00	\$0.00	\$718,539.26
<b>Property Tax Total</b>	<b>\$1,764,637.45</b>	<b>\$210,303.20</b>	<b>\$25,411.64</b>	<b>\$27,780.73</b>	<b>\$1,139,902.64</b>	<b>\$676,995.15</b>	<b>\$161,868.77</b>	<b>\$693,674.05</b>	<b>\$1,687,089.38</b>	<b>\$927,016.59</b>	<b>\$61,161.04</b>	<b>\$0.00</b>	<b>\$7,375,840.64</b>

Prepared by:   
 Approved by: \_\_\_\_\_  
 Date Prepared: 7/17/2022

FILLMORE CO. SCHOOL DIST. #30-0025  
COUNTY TREASURER'S RECEIPTS

Reporting Period: June 1-30 2022

TAX SOURCE	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Y-T-D
Levied Tax 2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2009	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Levied Tax 2019	\$0.00	\$0.00	\$481.68	\$0.00	\$427.12	\$120.29	\$0.00	\$63.60	\$0.00	\$0.00	\$0.00	\$0.00	\$1,092.69
Interest 2019	\$0.00	\$0.00	\$89.51	\$0.00	\$0.00	\$0.00	\$0.00	\$14.99	\$0.00	\$0.00	\$0.00	\$0.00	\$104.50
Levied Tax 2020	\$1,743,377.77	\$193,608.66	\$9,559.32	\$3,818.61	\$14,670.15	\$6,844.12	\$3,683.26	\$2,730.23	\$0.00	\$0.00	\$0.00	\$0.00	\$1,978,292.12
Interest 2020	\$232.78	\$676.00	\$296.83	\$150.24	\$776.22	\$531.29	\$325.67	\$254.90	\$0.00	\$0.00	\$0.00	\$0.00	\$3,243.93
Levied Tax 2021	\$0.00	\$0.00	\$0.00	\$0.00	\$1,089,012.87	\$215,070.87	\$124,070.54	\$298,847.35	\$1,655,627.29	\$889,847.13	\$22,774.23	\$22,774.23	\$4,295,151.28
Interest 2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$289.18	\$222.75	\$0.00	\$511.93
Vehicle Tax 2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2011	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2012	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vehicle Tax 2020	\$21,026.90	\$16,018.54	\$14,984.30	\$23,811.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,841.62
Vehicle Tax 2021	\$0.00	\$0.00	\$0.00	\$0.00	\$35,016.28	\$95,158.95	\$25,001.86	\$23,804.91	\$22,674.65	\$28,092.84	\$29,376.62	\$0.00	\$259,126.11
Homestead Exemption	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,787.44	\$8,787.44	\$8,787.44	\$8,787.44	\$8,787.44	\$0.00	\$43,937.20
Property Tax Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$359,269.63	\$0.00	\$359,269.63	\$0.00	\$0.00	\$0.00	\$0.00	\$718,539.26
<b>Property Tax Total</b>	<b>\$1,764,637.45</b>	<b>\$210,303.20</b>	<b>\$25,411.64</b>	<b>\$27,780.73</b>	<b>\$1,139,902.64</b>	<b>\$676,995.15</b>	<b>\$161,868.77</b>	<b>\$693,674.05</b>	<b>\$1,687,089.38</b>	<b>\$927,016.59</b>	<b>\$64,161.04</b>	<b>\$0.00</b>	<b>\$7,375,840.64</b>
Pro-Rata Vehicle	\$0.00	\$1,838.86	\$0.00	\$0.00	\$2,922.48	\$0.00	\$0.00	\$5,333.27	\$0.00	\$0.00	\$3,318.93	\$0.00	\$13,413.54
Carline Tax	\$671.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,568.32	\$0.00	\$0.00	\$0.00	\$2,240.28
Co-Court Fines & Lic	\$1,618.59	\$2,473.03	\$1,988.53	\$2,000.66	\$2,694.39	\$1,290.95	\$2,124.27	\$1,161.18	\$2,181.99	\$2,685.73	\$1,810.48	\$0.00	\$22,029.80
Penalties	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Railroad Money	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
In Lieu of Tax/Pub Power	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$203,174.01	\$0.00	\$0.00	\$0.00	\$0.00	\$203,174.01
In Lieu of Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Police Court Fines	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$737.47	\$0.00	\$0.00	\$0.00	\$0.00	\$737.47
Nameplate Capacity Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Other Taxes Total</b>	<b>\$2,290.55</b>	<b>\$4,311.89</b>	<b>\$1,988.53</b>	<b>\$2,000.66</b>	<b>\$5,616.87</b>	<b>\$1,290.95</b>	<b>\$2,124.27</b>	<b>\$226,180.22</b>	<b>\$3,750.31</b>	<b>\$2,685.73</b>	<b>\$5,129.41</b>	<b>\$0.00</b>	<b>\$257,369.39</b>
<b>TOTAL COLLECTED</b>	<b>\$1,766,928.00</b>	<b>\$214,615.09</b>	<b>\$27,400.17</b>	<b>\$29,781.39</b>	<b>\$1,145,519.51</b>	<b>\$678,286.10</b>	<b>\$163,993.04</b>	<b>\$919,854.27</b>	<b>\$1,690,839.69</b>	<b>\$929,702.32</b>	<b>\$66,290.45</b>	<b>\$0.00</b>	<b>\$7,633,210.03</b>

Prepared by: 

Approved by: \_\_\_\_\_

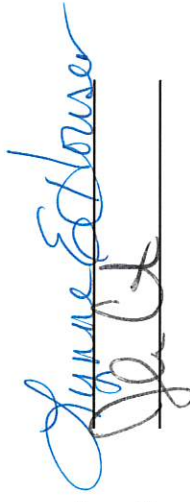
Date Prepared: 7/17/2022

### Recap of Property Taxes

(Includes Real Estate, Personal, Special, Motor Vehicle, & Homestead Exemption Collections)

Month	2017-2018		2018-2019		2019-2020		2020-2021		2021-2022		YTD% Collected
	YTD% Collected	2017-2018	YTD% Collected	2018-2019	YTD% Collected	2019-2020	YTD% Collected	2020-2021	YTD% Collected	2021-2022	
SEPTEMBER	23.71%	\$1,567,553.65	22.70%	\$1,536,236.05	24.65%	\$1,781,105.11	22.39%	\$1,673,960.78	23.60%	\$1,764,637.45	23.60%
OCTOBER	27.11%	\$224,393.30	25.93%	\$218,749.09	29.96%	\$383,583.52	28.48%	\$455,129.64	26.42%	\$210,303.20	26.42%
NOVEMBER	27.67%	\$37,318.35	27.67%	\$117,622.74	30.65%	\$49,316.08	28.96%	\$35,947.83	26.76%	\$25,411.64	26.76%
DECEMBER	28.22%	\$36,048.59	28.06%	\$26,527.18	30.97%	\$23,425.25	29.26%	\$22,225.93	27.13%	\$27,780.73	27.13%
JANUARY	49.81%	\$1,427,240.70	46.29%	\$1,233,519.48	46.28%	\$1,106,083.07	43.92%	\$1,096,222.57	42.37%	\$1,139,902.64	42.37%
FEBRUARY	60.28%	\$691,897.33	54.87%	\$580,559.34	55.22%	\$645,698.72	52.51%	\$642,407.47	51.43%	\$676,995.15	51.43%
MARCH	61.44%	\$76,719.07	55.99%	\$76,025.96	56.28%	\$76,392.49	54.02%	\$112,762.94	53.60%	\$161,868.77	53.60%
APRIL	67.04%	\$370,143.32	62.15%	\$416,804.53	66.96%	\$771,612.49	64.86%	\$810,684.10	62.87%	\$693,674.05	62.87%
MAY	97.97%	\$2,044,465.75	95.08%	\$2,228,410.13	94.51%	\$1,990,514.40	92.17%	\$2,041,491.20	85.44%	\$1,687,089.38	85.44%
JUNE	104.63%	\$440,765.26	105.60%	\$711,926.55	102.33%	\$564,776.14	101.41%	\$691,100.88	97.84%	\$927,016.59	97.84%
JULY	105.78%	\$75,548.79	106.22%	\$41,512.10	103.48%	\$82,809.79	106.13%	\$352,297.59	98.66%	\$61,161.04	98.66%
AUGUST	106.86%	\$71,425.52	107.49%	\$86,415.20	104.57%	\$79,307.96	107.38%	\$93,942.92			
<b>YTD TOTAL</b>		\$ 7,063,519.63	107.49%	\$ 7,274,308.35	104.57%	\$ 7,554,625.02	107.38%	\$ 8,028,173.85		\$ 7,375,840.64	98.66%
<b>BUDGET</b>		\$ 6,610,272.00		\$ 6,767,152.00		\$ 7,224,154.00		\$ 7,476,205.00		\$ 7,476,205.00	
<b>%/BUDGET</b>		106.86%	107.49%	107.49%	104.57%	104.57%	107.38%	107.38%		98.66%	

Prepared by:



Approved by:

Date Prepared: 7/7/2022

Reporting

Period: 06/01/22-06/30/22

GENERAL FUND EXPENDITURES MONTH GROUP REPORT - JUNE 2022

Account Number	Account Description	Budgeted Amount	Expended During Month	Expenditures Year to Date	% of Budget Spent	Adjusted Balance
01	GENERAL FUND					
1100	REGULAR INSTRUCTIONAL PROGRAMS					
100	OVERTIME SALARIES NON-	2,508,900.00	202,421.48	2,064,012.22	82.27	444,887.78
200	RETIREMENT NON-INSTRUCTIONAL	1,420,675.00	98,695.39	1,065,739.47	75.02	354,935.53
300	380	44,500.00	2,305.98	34,543.36	89.35	9,956.64
400	BUS REPAIRS AND MTNCE	100,000.00	3,913.31	69,727.12	75.01	30,272.88
500	TRAVEL EXPENSE AND MILEAGE	4,500.00	830.00	2,990.03	66.45	1,509.97
600	BOOKS, TEXTBOOKS & PERIODICALS	131,000.00	6,337.82	130,611.36	101.67	388.64
700	730	42,000.00	0.00	36,959.24	105.33	5,040.76
800	MISC OBJECTS	12,250.00	320.81	13,763.14	130.05	(1,513.14)
1100	ALL INSTRUCTION	4,263,825.00	314,824.79	3,418,345.94	80.70	845,479.06
1200	SPECIAL EDUCATION PROGRAMS					
100	OVERTIME SALARIES NON-	516,200.00	38,418.69	451,070.65	87.38	65,129.35
200	HEALTH BENEFITS NON-	276,905.00	19,411.00	204,221.42	73.75	72,683.58
300	PROFESSIONAL SERVICES	88,000.00	15,650.72	29,924.76	36.37	58,075.24
500	TUITION (TYKE)	1,291,250.00	22,130.71	437,878.06	33.91	853,371.94
600	BOOKS, TEXTBOOKS & PERIODICALS	5,700.00	9.29	4,681.06	98.02	1,018.94
700	730	9,000.00	759.34	1,464.89	16.28	7,535.11
1200	ALL INSTRUCTION	2,187,055.00	96,379.75	1,129,240.84	51.77	1,057,814.16
1300	DRIVERS EDUCATION					
100	SALARIES NON-INSTRUCTIONAL	6,000.00	498.00	4,980.00	83.00	1,020.00
200	RETIREMENT NON-INSTRUCTIONAL	1,059.00	87.29	872.90	82.43	186.10
1300	ALL INSTRUCTION	7,059.00	585.29	5,852.90	82.91	1,206.10
2100	SUPPORT SERVICES/PUPIL SERVICE					
100	ADDITIONAL COMPENSATION NON-	384,338.00	29,978.80	325,304.93	84.64	59,033.07
200	RETIREMENT NON-INSTRUCTIONAL	114,508.00	9,046.27	93,559.75	81.71	20,948.25
300	380	332,600.00	32,806.52	317,105.20	95.70	15,494.80
400	BUS REPAIRS AND MTNCE	10,000.00	0.00	0.00	0.00	10,000.00
500	TRAVEL EXPENSE AND MILEAGE	302,200.00	110.00	164,399.76	54.40	137,800.24
600	ENERGY-FUEL	33,500.00	1,440.64	27,883.53	84.73	5,616.47
800	MISC OBJECTS	37,800.00	3,566.60	37,241.11	99.59	558.89
2100	SUPPORT SERVICES	1,214,946.00	76,948.83	965,494.28	79.54	249,451.72
2200	SUPPORT SERVICES/LIBRARY-MEDIA					
100	OVERTIME SALARIES NON-	90,000.00	7,962.33	71,800.59	79.78	18,199.41
200	RETIREMENT NON-INSTRUCTIONAL	38,699.00	2,677.89	29,746.53	76.87	8,952.47
300	380	19,000.00	90.00	4,879.00	25.68	14,121.00
500	TRAVEL EXPENSE AND MILEAGE	2,600.00	0.00	473.00	21.70	2,127.00
600	BOOKS, TEXTBOOKS & PERIODICALS	16,100.00	0.00	5,510.16	34.85	10,589.84
700	730	3,000.00	0.00	529.73	17.66	2,470.27
800	MISC OBJECTS	7,750.00	0.00	7,000.00	90.32	750.00

EXPENDITURES MONTH GROUP REPORT/BOARD OF  
06/2022

GENERAL FUND EXPENDITURES MONTH GROUP REPORT - JUNE 2022

Account Number	Account Description	Budgeted Amount	Expended During Month	Expenditures Year to Date	% of Budget Spent	Adjusted Balance
2200	SUPPORT SERVICES	177,149.00	10,730.22	119,939.01	67.81	57,209.99
2300	SUPPORT SERVICES-GEN ADMIN					
100	SALARY	151,000.00	12,583.33	125,833.30	83.33	25,166.70
200	290	46,652.00	3,221.18	32,050.71	68.70	14,601.29
300	310	25,200.00	307.50	14,479.47	57.46	10,720.53
400	BUS REPAIRS AND MTNCE	2,000.00	184.80	2,527.55	126.38	(527.55)
500	TRAVEL EXPENSE AND MILEAGE	9,500.00	670.50	5,356.58	56.39	4,143.42
600	SUPPLIES	2,500.00	0.00	1,401.81	56.07	1,098.19
800	MISC OBJECTS	15,358.00	2,624.51	15,692.81	102.18	(334.81)
2300	SUPPORT SERVICES	252,210.00	19,591.82	197,342.23	78.25	54,867.77
2400	OFFICE OF PRINCIPAL					
100	ADDITIONAL COMPENSATION NON-	386,171.00	33,483.69	330,517.46	85.59	55,653.54
200	HEALTH BENEFITS NON-	178,475.00	13,047.95	129,779.87	72.72	48,695.13
300	380	2,400.00	0.00	1,935.00	80.63	465.00
500	TRAVEL EXPENSE AND MILEAGE	3,400.00	107.67	1,270.51	37.37	2,129.49
600	SUPPLIES	3,000.00	128.12	761.69	25.39	2,238.31
800	MISC OBJECTS	6,000.00	413.77	3,201.72	88.77	2,798.28
2400	SUPPORT SERVICES	579,446.00	47,181.20	467,466.25	81.04	111,979.75
2500	SUPPORT SERVICES-GEN BUSINESS					
100	OVERTIME SALARIES NON-	47,500.00	4,314.32	44,890.45	94.51	2,609.55
200	WORKER'S COMP NON-INSTRUCTIONAL	52,940.00	4,317.98	46,176.06	87.22	6,763.94
300	PROFESSIONAL SERVICES	6,000.00	100.00	1,600.00	26.67	4,400.00
400	BUS REPAIRS AND MTNCE	8,500.00	370.80	5,609.81	66.00	2,890.19
500	TRAVEL EXPENSE AND MILEAGE	117,100.00	8,511.23	77,772.92	67.17	39,327.08
600	SUPPLIES	3,000.00	0.00	1,747.69	58.26	1,252.31
700	730	4,000.00	0.00	733.33	18.33	3,266.67
800	DUES AND FEES	500.00	0.00	75.00	24.00	425.00
2500	SUPPORT SERVICES	239,540.00	17,614.33	178,605.26	74.95	60,934.74
2600	SUPPORT SERVICES-BLDGS & SITES					
100	OVERTIME SALARIES NON-	262,000.00	22,951.27	224,721.69	85.77	37,278.31
200	RETIREMENT NON-INSTRUCTIONAL	151,976.00	13,051.19	129,416.65	85.16	22,559.35
300	PROFESSIONAL SERVICES	36,300.00	744.96	24,352.83	67.09	11,947.17
400	BUS REPAIRS AND MTNCE	141,000.00	5,094.41	61,283.43	43.60	79,716.57
500	TRAVEL EXPENSE AND MILEAGE	7,000.00	422.92	1,930.30	27.58	5,069.70
600	SUPPLIES	293,000.00	26,724.65	221,155.13	76.37	71,844.87
700	730	110,000.00	839.97	28,531.48	29.76	81,468.52
800	MISC OBJECTS	151,033.00	11.88	309.34	0.29	150,723.66
2600	SUPPORT SERVICES	1,152,309.00	69,841.25	691,700.85	60.65	460,608.15
2700	SUPPORT SERVICES-PUPIL TRANS					

GENERAL FUND EXPENDITURES MONTH GROUP REPORT - JUNE 2022

Account Number	Account Description	Budgeted Amount	Expended During Month	Expenditures Year to Date	% of Budget Spent	Adjusted Balance
100	SALARIES NON-INSTRUCTIONAL	141,500.00	7,559.56	83,780.30	59.21	57,719.70
200	RETIREMENT NON-INSTRUCTIONAL	47,285.00	1,325.04	14,684.39	31.06	32,600.61
300	330	24,500.00	370.11	3,265.57	14.34	21,234.43
400	BUS REPAIRS AND MTNCE	71,000.00	36.75	19,606.54	27.61	51,393.46
500	STUDENT TRANSPORTATION SVS.	50,500.00	2,679.60	6,877.16	13.62	43,622.84
600	ENERGY-FUEL	53,500.00	4,402.94	39,948.42	75.75	13,551.58
700	730	60,000.00	0.00	42,114.97	70.19	17,885.03
800	MISC OBJECTS	4,050.00	0.00	3,803.98	97.63	246.02
2700	SUPPORT SERVICES	452,335.00	16,374.00	214,081.33	47.54	238,253.67
3300	COMMUNITY SERVICES OPERATIONS					
800	MISC OBJECTS	10,000.00	0.00	3,372.73	33.73	6,627.27
3300	COMMUNITY SERVICES	10,000.00	0.00	3,372.73	33.73	6,627.27
3500	HIGH ABILITY LEARNING					
100	SALARIES NON-INSTRUCTIONAL	2,800.00	2,750.75	2,750.75	98.24	49.25
200	RETIREMENT NON-INSTRUCTIONAL	500.00	482.12	482.12	96.42	17.88
600	SUPPLIES	100.00	0.00	43.90	43.90	56.10
700	730	1,800.00	0.00	0.00	0.00	1,800.00
800	DUES AND FEES	4,000.00	0.00	3,025.00	75.63	975.00
3500	COMMUNITY SERVICES	9,200.00	3,232.87	6,301.77	68.50	2,898.23
6200	TITLE I					
100	SALARIES TEMP NON-INSTRUCTIONAL	91,748.00	6,693.00	69,884.70	76.17	21,863.30
200	HEALTH BENEFITS NON-	51,024.00	2,687.39	29,393.88	57.61	21,630.12
300	PUPIL SERVICES	9,800.00	738.00	738.00	7.53	9,062.00
600	SUPPLIES	8,500.00	0.00	2,460.87	33.03	6,039.13
800	MISC OBJECTS	0.00	0.00	0.00	0.00	0.00
6200	FEDERAL SERVICES	161,072.00	10,118.39	102,477.45	63.64	58,594.55
6300	TITLE II TITLE VI					
100	SALARIES NON-INSTRUCTIONAL	0.00	0.00	0.00	0.00	0.00
200	HEALTH BENEFITS NON-	0.00	0.00	0.00	0.00	0.00
6300	FEDERAL SERVICES	0.00	0.00	0.00	0.00	0.00
6400	IDEA PART B					
300	PUPIL SERVICES	0.00	0.00	0.00	0.00	0.00
500	TUITION (TYKE)	171,322.00	0.00	95,483.80	55.73	75,838.20
6400	FEDERAL SERVICES	171,322.00	0.00	95,483.80	55.73	75,838.20
6900	OTHER FEDERAL SERVICES					
100	SALARIES NON-INSTRUCTIONAL	22,963.00	1,639.04	20,347.23	88.61	2,615.77
200	RETIREMENT NON-INSTRUCTIONAL	4,053.00	287.30	3,558.28	87.79	494.72
300	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
400	LEASE VEHICLE	40,650.00	0.00	41,147.00	101.22	(497.00)
600	SUPPLIES	1,171,977.00	7,315.00	245,075.37	26.63	926,901.63

EXPENDITURES MONTH GROUP REPORT/BOARD OF  
 06/2022

GENERAL FUND EXPENDITURES MONTH GROUP REPORT - JUNE 2022

Account Number	Account Description	Budgeted Amount	Expended During Month	Expenditures Year to Date	% of Budget Spent	Adjusted Balance
700 730		0.00	0.00	0.00	0.00	0.00
6900	FEDERAL SERVICES	1,239,643.00	9,241.34	310,127.88	33.27	929,515.12
8000	TRANSFERS					
900 910		110,000.00	0.00	30,000.00	27.27	80,000.00
8000	TRANSFERS	110,000.00	0.00	30,000.00	27.27	80,000.00
9000	NON-PROGRAMMED CHARGES					
100	SALARIES NON-INSTRUCTIONAL	0.00	0.00	0.00	0.00	0.00
200	RETIREMENT NON-INSTRUCTIONAL	0.00	0.00	0.00	0.00	0.00
800	MISC OBJECTS	0.00	0.00	0.00	0.00	0.00
9000	NON-PROGRAMMED CHARGES	0.00	0.00	0.00	0.00	0.00
01	GENERAL FUND	12,227,111.00	692,664.08	7,935,832.52	66.06	4,291,278.48

ACTIVITY FUND BALANCE REPORT - JUNE 2022

Fund: 05 ACTIVITY FUND		Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
Chart of Account Number							
05 704 0001		STUDENT FEES	17,247.81	127.20	0.00	0.00	17,120.61
05 704 0002		ATHLETICS	29,187.17	1,530.98	1,270.72	0.00	28,926.91
05 704 0003		CHEERLEADERS	(187.46)	0.00	0.00	0.00	(187.46)
05 704 0004		CONCESSIONS	3,803.70	845.84	0.00	0.00	2,957.86
05 704 0005		FC CLUB	22,045.09	3,243.61	5,090.09	0.00	23,891.57
05 704 0006		FFA	34,518.41	966.53	0.00	0.00	33,551.88
05 704 0007		FCCLA	20,003.96	65.69	0.00	0.00	19,938.27
05 704 0008		FBLA	3,649.70	358.57	0.00	0.00	3,291.13
05 704 0009		BAND	2,436.77	80.00	0.00	0.00	2,356.77
05 704 0011		NHS/STUCCO	679.49	0.00	207.20	0.00	886.69
05 704 0014		FAMILY & CONSUMER SCIENCE	332.94	182.40	0.00	0.00	150.54
05 704 0015		AG SHOP	4,405.52	118.94	0.00	0.00	4,286.58
05 704 0017		ART	2,158.40	0.00	0.00	0.00	2,158.40
05 704 0018		CLOSE-UP	523.27	0.00	0.00	0.00	523.27
05 704 0019		FOREIGN LANGUAGE	2,468.25	252.66	0.00	0.00	2,215.59
05 704 0021		HIGH SCHOOL LIBRARY	1,489.22	0.00	8.40	0.00	1,497.62
05 704 0022		INDUSTRIAL TECH	1,399.74	0.00	84.00	0.00	1,483.74
05 704 0024		ONE-ACT	5,397.87	0.00	0.00	0.00	5,397.87
05 704 0025		PRINCIPAL'S ACCOUNT	464.20	0.00	167.58	0.00	631.78
05 704 0027		MILK MACHINE	2,672.72	0.00	328.00	0.00	3,000.72
05 704 0029		COF GRANT	1.21	0.00	0.00	0.00	1.21
05 704 0030		ELEMENTARY LIBRARY	1,361.89	0.00	0.00	0.00	1,361.89
05 704 0035		ELEMENTARY SCHOOL	6,396.66	0.00	52.00	0.00	6,448.66
05 704 0040		SPEECH	1,152.35	1.50	0.00	0.00	1,150.85
05 704 0045		BIOLOGY ACCOUNT	293.94	0.00	0.00	0.00	293.94
05 704 0047		TESTS	2,106.49	0.00	0.00	0.00	2,106.49
05 704 0048		OUTDOOR CLASSROOM PROJECT	8,147.52	0.00	0.00	0.00	8,147.52
05 704 0052		CLASS OF 2024	3,032.03	0.00	380.00	0.00	3,412.03
05 704 0053		CLASS OF 2025	1,419.01	0.00	50.00	0.00	1,469.01
05 704 0077		CLASS OF 2021	325.56	0.00	0.00	0.00	325.56
05 704 0078		CLASS OF 2022	(113.59)	1,057.00	1,245.00	0.00	74.41
05 704 0079		CLASS OF 2023	(612.78)	0.00	0.00	0.00	(612.78)
05 704 0080		MS STUDENT COUNCIL	3,679.85	0.00	233.60	0.00	3,913.45
05 704 0081		MS PRINCIPAL'S FUND	93.85	0.00	170.10	0.00	263.95
05 704 0082		MS LIBRARY	2,196.32	0.00	90.70	0.00	2,287.02
05 704 0084		MS MUSIC	1,932.83	0.00	216.00	0.00	2,148.83
05 704 0085		MS ART	55.07	37.99	0.00	0.00	17.08

ACTIVITY FUND BALANCE REPORT - JUNE 2022

Fund: 05 ACTIVITIES FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0086	MS PACK	2,616.16	0.00	0.00	0.00	2,616.16
05 704 0087	MS BAND	(337.87)	0.00	0.00	0.00	(337.87)
05 704 0097	MABEL NEDZA SCHOLARSHIP FUND	111,640.51	0.00	98.48	0.00	111,738.99
05 704 0098	CLEARING	4,993.41	0.00	0.00	0.00	4,993.41
05 704 0099	INTEREST	6,413.62	0.00	4.24	0.00	6,417.86
Fund Total: 05		311,490.81	8,668.91	9,696.11	0.00	312,318.01

ACTIVITY FUND BALANCE REPORT - SEPTEMBER 1 2021 TO JUNE 30 2022

Fund: 05 ACTIVITIES FUND

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 0001	STUDENT FEES	13,152.81	4,177.20	8,145.00	0.00	17,120.61
05 704 0002	ATHLETICS	26,604.61	80,791.19	83,103.49	0.00	28,926.91
05 704 0003	CHEERLEADERS	(640.58)	5,340.35	5,793.47	0.00	(187.46)
05 704 0004	CONCESSIONS	2,586.72	40,825.30	41,196.44	0.00	2,957.86
05 704 0005	FC CLUB	29,045.41	28,543.93	23,390.09	0.00	23,891.57
05 704 0006	FFA	31,471.65	48,640.98	50,721.21	0.00	33,551.88
05 704 0007	FCCLA	20,940.40	5,326.79	4,324.66	0.00	19,938.27
05 704 0008	FBLA	5,395.34	8,564.22	6,460.01	0.00	3,291.13
05 704 0009	BAND	5,645.01	24,393.79	21,105.55	0.00	2,356.77
05 704 0011	NHS/STUCO	3.48	1,329.82	2,213.03	0.00	886.69
05 704 0014	FAMILY & CONSUMER SCIENCE	254.41	716.87	613.00	0.00	150.54
05 704 0015	AG SHOP	3,205.95	253.90	1,334.53	0.00	4,286.58
05 704 0017	ART	2,158.40	0.00	0.00	0.00	2,158.40
05 704 0018	CLOSE-UP	523.27	0.00	0.00	0.00	523.27
05 704 0019	FOREIGN LANGUAGE	2,468.26	698.27	445.60	0.00	2,215.59
05 704 0021	HIGH SCHOOL LIBRARY	1,457.02	0.00	40.60	0.00	1,497.62
05 704 0022	INDUSTRIAL TECH	698.63	1,084.89	1,870.00	0.00	1,483.74
05 704 0024	ONE-ACT	4,944.86	8,791.20	9,244.21	0.00	5,397.87
05 704 0025	PRINCIPAL'S ACCOUNT	1,198.99	2,738.26	2,171.05	0.00	631.78
05 704 0027	MILK MACHINE	2,667.08	882.36	1,216.00	0.00	3,000.72
05 704 0029	COF GRANT	1.21	0.00	0.00	0.00	1.21
05 704 0030	ELEMENTARY LIBRARY	1,361.67	2,636.49	2,636.71	0.00	1,361.89
05 704 0035	ELEMENTARY SCHOOL	7,281.25	6,507.54	5,674.95	0.00	6,448.66
05 704 0040	SPEECH	1,152.32	3,013.97	3,012.50	0.00	1,150.85
05 704 0045	BIOLOGY ACCOUNT	293.94	0.00	0.00	0.00	293.94
05 704 0047	TESTS	2,145.13	338.64	300.00	0.00	2,106.49
05 704 0048	OUTDOOR CLASSROOM PROJECT	7,767.97	29.70	409.25	0.00	8,147.52
05 704 0052	CLASS OF 2024	1,375.32	0.00	2,036.71	0.00	3,412.03
05 704 0053	CLASS OF 2025	90.00	0.00	1,379.01	0.00	1,469.01
05 704 0077	CLASS OF 2021	325.56	0.00	0.00	0.00	325.56
05 704 0078	CLASS OF 2022	1,024.27	2,494.86	1,545.00	0.00	74.41
05 704 0079	CLASS OF 2023	1,579.02	5,995.25	3,803.45	0.00	(612.78)
05 704 0080	MS STUDENT COUNCIL	2,953.72	1,153.37	2,113.10	0.00	3,913.45
05 704 0081	MS PRINCIPAL'S FUND	1,442.46	4,077.47	2,898.96	0.00	263.95
05 704 0082	MS LIBRARY	2,226.31	1,762.30	1,823.01	0.00	2,287.02
05 704 0084	MS MUSIC	2,186.07	253.24	216.00	0.00	2,148.83
05 704 0085	MS ART	55.07	37.99	0.00	0.00	17.08

ACTIVITY FUND BALANCE REPORT - SEPTEMBER 1 2021 TO JUNE 30 2022

Fund: 05 ACTIVITIES FUND

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 0086	MS PACK	1,632.02	1,656.46	2,640.60	0.00	2,616.16
05 704 0087	MS BAND	(337.87)	0.00	0.00	0.00	(337.87)
05 704 0097	MABEL MEDZA SCHOLARSHIP FUND	112,274.24	1,500.00	964.75	0.00	111,738.99
05 704 0098	CLEARING	4,993.41	0.00	0.00	0.00	4,993.41
05 704 0099	INTEREST	6,370.65	0.00	47.21	0.00	6,417.86
Fund Total: 05		311,975.46	294,646.60	294,688.15	0.00	312,318.01

Fillmore Co. School District #30-0025

BUILDING FUND RECAP

Reporting Period: June 1-30 2022

BEGINNING FISCAL BALANCE: (9-1-2021)

\$383,398.93

RECEIPTS	Y-T-D												TOTAL
	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	
Sink-Fund-Cc-Treas.	\$122,385.76	\$13,760.82	\$736.98	\$278.04	\$94,543.75	\$49,691.25	\$11,654.39	\$76,492.39	\$142,606.58	\$76,946.98	\$0.00	\$0.00	\$589,096.94
Interest	\$35.08	\$37.08	\$41.32	\$39.82	\$44.50	\$46.28	\$62.67	\$63.02	\$68.94	\$91.91	\$0.00	\$0.00	\$509.62
Interest on CD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$122,420.84	\$13,797.90	\$778.30	\$317.86	\$94,588.25	\$49,736.53	\$11,707.06	\$76,545.41	\$142,675.52	\$77,038.89	\$0.00	\$0.00	\$589,606.56

DISBURSEMENTS	Y-T-D												TOTAL
	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	
Fillmore County Treasurer	\$0.00	\$0.00	\$4,900.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,900.21
Engineering Technologies Inc	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Genesis Contracting Group	\$46,745.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,745.85
34 Electric	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$46,745.85	\$0.00	\$4,900.21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,646.06

CURRENT YEAR-TO-DATE BALANCE:

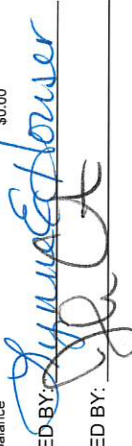
\$921,359.43

Current Checking Balance

\$921,359.43

Current CD Balance

\$0.00

PREPARED BY: 

APPROVED BY: 

DATE PREPARED: 7/5/2022

## Hot Lunch Report

**BEGINNING BALANCE** \$51,832.35

**RECEIPTS**

	Current Month 7/1/22	Received to Date
Students	\$0.00	\$10,514.60
Adults	\$0.00	\$3,714.35
Federal Reimbursement	\$37,258.65	\$442,115.69
State Reimbursement	\$0.00	\$0.00
District Transfer	\$0.00	\$0.00
Milk/Other	\$0.00	\$4,879.45
Interest	\$15.99	\$152.04
	<hr/>	<hr/>
<b>Total</b>	\$37,274.64	\$461,376.13

**EXPENSES**

	Current Month 7/1/22	Spent to Date
Labor	\$15,524.47	\$193,861.58
Food	\$0.00	\$249,149.19
Equipment	\$0.00	\$721.16
Supplies	\$0.00	\$15,361.30
Check Write Off's	\$0.00	\$0.00
Ticket Refund	\$0.00	\$405.50
Misc. Expenses	\$0.00	\$0.00
Returned Checks	\$0.00	\$44.00
	<hr/>	<hr/>
<b>Total</b>	\$15,524.47	\$459,542.73

**ENDING BALANCE** 

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\$73,582.52

## Vehicle Transportation Report

### LARGE BUSES

		Odometer 06/1/2022	Odometer 07/1/2022	Miles Driven
Bus #1	Thomas (2012)	174,569	174,569	0
Bus #2	Thomas (2012)	153,728	153,728	0
Bus #6	International (2001)	132,995	132,995	0
Bus #7	Thomas (2015)	183,467	183,467	0
Bus #8	Thomas (2016)	144,421	144,421	0
Bus #9	Thomas (2020)	66,843	66,843	0
Bus #10	Thomas (2020)	44,828	44,828	0
Bus #11	Thomas (2022)	6,009	6,009	0
			Total	0

### SPECIAL EDUCATION VEHICLES

		Odometer 06/1/2022	Odometer 07/1/2022	Miles Driven
Mini-Bus #1	Thomas (2012)	125,582	126,188	606
Mini-Bus #2	Chevrolet (2016)	13,785	13,805	20
Suburban #2	Chevrolet (2004)	164,195	164,195	0
Grey Van	Chevrolet (2011)	109,766	111,202	1,436
			Total	2,062

### ACTIVITY VEHICLES

		Odometer 06/1/2022	Odometer 07/1/2022	Miles Driven
Suburban #3	Chevrolet (2016)	90,247	90,839	592
Suburban #4	Chevrolet (2016)	79,101	80,263	1,162
White Van	Chevrolet (2010)	125,050	126,074	1,024
			Total	2,778

### MAINTENANCE VEHICLES

		Odometer 06/1/2022	Odometer 07/1/2022	Miles Driven
Van 100	Ford (1999) Elementary	169,646	169,732	86
Van 101	Ford (1998) High School	133,863	133,870	7
Van 102	Dodge (1998) Middle School	86,654	86,682	28
Pickup	Chevrolet (2013) Grounds	101,393	101,720	327
			Total	448



GENERAL FUND CLAIMS FOR JULY 11 2022

ADKISSON, BECKY	MILEAGE	91.18
BARBUR FLORAL CO	SUPPLIES	127.00
BI-VERSAL PEST CONTROL	SERVICES	3,395.00
BOYS TOWN	SERVICES	2,080.00
BRANCHING MINDS INC	SERVICES	3,690.00
C & M SUPPLY INC	FUEL	1,669.85
CARQUEST OF GENEVA	SUPPLIES	639.89
CERTIFIED TRUCK & TRAILER	SERVICES	1,357.22
CHANEY CHEMICAL INC	SUPPLIES	108.75
CITY OF GENEVA	WATER/SEWER	1,836.90
DAS STATE ACCOUNTING - CENTRAL FINANCE	SERVICES	259.49
EAKES OFFICE SOLUTIONS	SUPPLIES	680.65
EDUCATIONAL SERVICE UNIT #10	REGISTRATION	125.00
EDUCATIONAL SERVICE UNIT #5	REGISTRATION	15.00
EDUCATIONAL SERVICE UNIT #6	SUPPLIES/SERVICES/REGISTRATIONS	241,340.04
EDUCATIONAL SERVICE UNIT #9	REGISTRATIONS	388.00
EMC INSURANCE COMPANIES	LIABILITY/PROPERTY INSURANCE	8,509.78
FARMERS COOPERATIVE	FUEL	22.29
FCPS EMPLOYEE BENEFIT FUND	PAYFLEX ADMINISTRATIVE FEES	100.00
FCPS FUND	GENERAL FUND REIMBURSEMENT	4,833.10
FILLMORE COUNTY HOSPITAL	SERVICES	3,340.67
GENEVA BUILDING SUPPLY	SUPPLIES	53.10
GENEVA HOME CENTER	SUPPLIES	815.51
GENEVA WELDING & SUPPLY INC	SUPPLIES	177.94
GLENWOOD TELECOMMUNICATIONS INC	SERVICES	59.95
GRAND ISLAND PHYSICAL THERAPY	SERVICES	24,302.10
HIRERIGHT SOLUTIONS INC	SERVICES	492.60
HOMETOWN LEASING	COPIER LEASE	1,478.46
INNOVATIVE OFFICE SOLUTIONS LLC	SUPPLIES	532.60
KELCH PLUMBING, HEATING & REFR	SERVICES	3,427.25
KSB SCHOOL LAW	SERVICES	725.00
LAMPE'S AIR FILTER SALES/SERV	SUPPLIES	518.50
LICHTI OIL	FUEL	384.46
LOUP VALLEY LIGHTING INC	SUPPLIES	908.86
M T COWELL PIANO SERVICES	SERVICES	152.50
MASTERCARD CENTER	SUPPLIES	110.49
MICEK, KARL	SERVICES	700.00
MID-AMERICAN RESEARCH CHEMICAL	SUPPLIES	2,775.70
MIDWEST TECHNOLOGY PRODUCTS	SUPPLIES	12,924.10
MOSES, WANDA	CENSUS	400.00
NEBRASKA PUBLIC POWER DISTRICT	ELECTRICITY	8,812.76
NEBRASKA SIGNAL	ADVERTISING	141.35
NICKS FARM STORE	SERVICES	18.00
ONE SOURCE	SERVICES	60.00
PRECISION SIGNS & GRAPHICS LLC	SUPPLIES	126.00
PROTEX CENTRAL INC	SERVICES	115.04
RUHL'S WELL SERVICE	SERVICES	189.90
SANDY CREEK HIGH SCHOOL	FURNITURE	500.00
SCHOOL HEALTH CORPORATION	SUPPLIES	80.74
SECTORNOW LLC	SERVICES	510.00
STRIV INC	SERVICES	2,975.00
STUDENT ASSURANCE SERVICES INC	CATASTROPHIC INSURANCE	884.00
TAYLOR LAWN SPRINKLERS LLC	SERVICES	15,868.65
TIME MANAGEMENT SYSTEMS INC	SERVICES	183.00
UNITE PRIVATE NETWORKS LLC	SERVICES	1,261.68
VELEBA, AARON	MEALS/SUPPLIES	121.33
VILLAGE OF FAIRMONT	UTILITIES	3,474.95
VNOUCEK, KELSEY	CENSUS	400.00
WASTE CONNECTIONS OF NEBRASKA INC	SERVICES	1,514.00
WILSON, AMBER	MILEAGE	346.84

GENERAL FUND CLAIMS FOR JULY 11 2022

WOODRIVER ENERGY LLC	FUEL	4,452.95
WOODWARD'S DISPOSAL SERVICE INC	SERVICES	75.00
	<b>Fund Total:</b>	<b>367,660.12</b>

**2022-2023**

**FILLMORE CENTRAL  
FACULTY HANDBOOK**



**Josh Cumpston, Superintendent**

**Ryun Theobald, High School Principal**

**Lisa Lamb, Middle School Principal**

**Aaron Veleba, Elementary Principal**

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## **INTRODUCTION**

The purpose of this document is to provide staff members with a general overview of the expectations, benefits, and procedures of the Fillmore Central School District. This document is not a contract and is not intended as a set of binding rules and obligations as might be defined in a legal contract. Rather, it provides information which will make your teaching/work experience more enjoyable and rewarding.

Should questions arise, please feel free to visit with your principal or the superintendent.

A complete Board Policy Book is available in your principal's office.

## **MISSION STATEMENT**

The mission of Fillmore Central Public Schools is to provide all students the opportunity and support to achieve excellence, develop responsibility, and become life-long learners.

## **NOTICE OF NONDISCRIMINATION**

The Fillmore Central School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boys Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Josh Cumpston, Superintendent of Schools  
1410 L Street  
Geneva, NE 68361  
(402)759-4955  
josh.cumpston@fillmorecentral.org

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the Superintendent of Schools. 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 the OCR at 8930 Ward Parkway, Suite 2037, Kansas City, Missouri 64114, (816) 268-0550 (voice), or (877) 521-2172 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

## **BOARD ORGANIZATION**

The initial Board for Fillmore County School District #30-0025 (Fillmore Central Public Schools) is a 6-member Board. The current Board Members are: Shaun Farmer, President; Doug Gergen, Vice-President; Christin Lovegrove, Secretary; Chad Engle, Member; Whitney Peppard, Member; and Scott Schelkopf, Member.

## **PROFESSIONAL PERSONNEL EMPLOYMENT**

The conditions of employment in this school district, including wages, hours, terms, and benefits, shall be applied without regard to race, creed, religion, color, national origin, sex, or marital status. Age shall be considered only with respect to minimums set by law and retirement as specified by the state or policies of this Board.

There shall be no discrimination against any employee because of his/her activity or membership in an employee organization.

Job descriptions for individual assignments may be found on file in the superintendent's office.

## **CONTRACTS**

The written contract shall be used to consummate an employment agreement for all staff. Such contract shall specify terms and conditions of employment rights of both the employee and employer.

The Board of Education authorizes the superintendent or his/her designee to offer contracts to part-time summer help if the positions were in the budget. Contracts for replacement, new or additional positions require justification and approval from the Board prior to contract discussion. The contract becomes binding only after a majority of the Board of Education approves the administrative recommendation.

The contract of permanent certificated employees shall be a continuing contract until Board action changes its status. Probationary certificated employee contracts shall be deemed renewed and remain in full force unless amended or not renewed.

A certificated employee's contract may be terminated, canceled, or amended by the majority of the Board of Education members for reasons specified in state law. In the event that one of these actions is being considered, proper notice shall be given to the employee on or before April 15 of each year of such possible action.

Employees may not be forced to accept a contract before March 15 of each year. (Board Policy #4115)

A signed contract constitutes a legal contract for services between the school district and the teacher for the coming school year. As such a release of the teacher from that contract is discretionary on the part of the board of education. The board has no legal obligation to grant a release from a contract.

The Board does recognize that circumstances can develop whereby a teacher could desire a release from a contract. Consideration of that request will be made by the board of education subject to the following conditions: A request by a certificated employee for a release from a contract may be granted if a suitable replacement can be found and/or the educational program of the school will not be impaired. To insure that the district has adequate opportunity to find a suitable replacement, the board of education recommends that certificated employees who anticipate a possibility of requesting a release from their contract should notify the superintendent of schools in writing of that possibility. Failure to grant this notification will be considered a serious obstacle in finding a suitable replacement.

## **ASSIGNMENT OF PROFESSIONAL STAFF MEMBERS**

The prime consideration in assignment of a staff member shall be the best interests of the students. Placement of staff members shall be based on the qualifications of the individual, the needs of the District, and the staff member's request. When it is not possible to address or meet all three criteria the following rank order of criteria shall take precedence: (a) personnel assigned in accordance with the needs of the District if qualifications of the individual meet the position standards; (b) where the administration judges the staff member to be most qualified for the position; (c) the expressed preference of the staff member. (Board Policy #4110)

## **COMPENSATION AND FRINGE BENEFITS**

Compensation and fringe benefits are negotiated. See the most recent negotiated agreement for further information. (Appendix A)

## **SUBSTITUTE TEACHING**

Teachers who are asked to substitute for their colleagues may decline to do so without recrimination or chastisement if the assignment constitutes teaching above the normal class load. Teachers who perform substituting duties shall be paid on an hourly basis according to rate in most recent negotiated agreement. (Appendix A)

## **SUBSTITUTE TEACHERS**

In the event of illness or an emergency, which necessitates absence, teachers are to contact the school secretary in the building in which they start their day (Deb Yates, High School – 759-1124; Lori Scott, Middle School - 759-3563; Peg Ward, Elementary - 759-3446) as early as possible. The substitute's job is not easy, and students need to know that disciplinary problems will receive prompt attention.

Each teacher is to maintain an up-to-date substitute file containing the following information:

- A current list of all students in class and a seating chart for each class
- Rules and regulations, which your class routinely follows
- Location of books, materials, and supplies
- Lunch schedule, fire and tornado procedures, etc.
- Any other information unique to your teaching assignment
- Method in handling discipline issues
- Class schedules, i.e. regular, late and early dismissals

## **EXTRA DUTY ASSIGNMENTS/COMPENSATION**

Compensation for extra-duty assignments shall be according to the extra-duty pay schedule agreed upon in the professional negotiated agreement. (Appendix A)

All staff will assume responsibility for supervision, selling tickets, etc. at two (2) home activities with no compensation paid by the district. After working two home activities staff will be compensated according to the most recent negotiated agreement. It is the responsibility of the staff member working at the activity to write down hours worked and give those hours to the Activity Director's secretary following the activity. Staff will also be issued both a faculty pass and a conference pass. (Appendix A)

## **TENURE**

See Nebraska State Statutes or Board Policy #4135

## **SEPARATION**

See Nebraska State Statutes or Board Policy #4140

## **REDUCTION IN FORCE**

See Nebraska State Statutes or Board Policy # 4152

## **GRIEVANCE PROCEDURE**

Grievance procedures are on file in the superintendent's office and the Negotiated Agreement. (Appendix A)

## **RETURN-TO-WORK PROGRAM**

See attached policy at the end of this handbook.

## PROFESSIONAL GROWTH

### (Board Policy #4175)

Every six years permanent certificated employees shall give evidence of professional growth. Six semester hours of college credit shall be accepted as evidence of professional growth or, in the alternative, such other activities as are approved by the Board, which may include, but not be limited to, educational travel, writing for professional publications, or work on educational committees.

The superintendent is charged with drafting the rules and regulations for such arrangements.

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### Professional Growth Guidelines

DEFINITION: Professional Growth is defined as those approved activities in which certificated personnel may participate to gain insight, innovative ideas, and practical knowledge in the field of teaching which may enhance personal and professional performance.

#### GROWTH PERIOD:

Professional Growth Period refers to the six-year period during which a permanent certificated employee is required to give evidence of professional growth. For all persons attaining permanent status, the professional growth period begins September 1 of the year in which such status was attained and each 6-year period thereafter shall constitute the applicable professional growth period.

EVIDENCE: Evidence of professional growth shall mean completion and verification of six hours of college credit, six credit hours of local board approved activities, or a combination of both. Failure to provide such evidence shall be just cause for dismissal.

CREDIT: Credit for activities other than college course credit shall be considered on the basis of equivalency to one (1) college unit per fifteen hours of work. Work is defined as fifteen hours in attendance, study, writings, and/or completion of projects. Fractional units of credit may be granted for approved activities fewer than fifteen hours.

APPLICATION: The employee shall apply for Professional Growth Credit by completing the application, either prior to participation or within 30 days after completion of the activity. Any activity requiring absence from school during a school or contract day shall be governed by the professional and individual leave policies of the District.

SALARY Salary Schedule Movement from credit hours earned to complete the professional growth SCHEDULE requirement shall be applicable only if such hours meet the requirements of the current negotiated agreement.

**Approved Professional Growth Activities**

ACTIVITIES	CREDIT VALUE & VERIFICATION PER 6-YEAR PERIOD	QUALIFY FOR SALARY SCHEDULE
1. <u>College Courses.</u> Defined as graduate or undergraduate credit for college courses	Determined by the college. Six (6) hours or less will be accepted. Transcript shall be filed.	Yes, but must meet requirements in negotiated agreement.
2. <u>Workshops.</u> Defined as formal time of instruction in which participation is voluntary.	Determined by the length of workshop based on credit hour definition. Attendance verified and culminating activity completed. 6 credit hours or less will be accepted.	No.
3. <u>Committee Work.</u> Defined as paid or unpaid committee work. (Exam: Curriculum, School Improvement, Steering, Etc.)	Determined by time and work involved. Culminating activity must be written and accepted curriculum composition for District use. Activity verified. 6 credit hours or less accepted.	No.
4. <u>Teaching Experiences.</u> Defined as college classes, adult education classes, AP classes, ESY, Jump Start, conducting workshops, GED classes, or professional presentations at conventions or meetings. (Other experiences as approved)	Determined by time involved. 3 credit hours or less will be accepted.	No.
5. <u>Publications.</u> Publications of any professional writing in a publicly recognized bona fide publishing house or magazine. Each work shall be evaluated on its own merit.	Book length over 150 pages, 3 credits. Articles over 300 words, 2 credits. 3 credit hours or less will be accepted.	No.
6. <u>Student Teachers.</u> Service as a supervising or cooperating teacher of college students participating in a teacher preparation program.	1.5 credits for every nine weeks. 3 credit hours or less will be accepted.	No.
7. <u>Visitations.</u> Defined as serving on an external evaluation team or visiting classrooms in or outside the district as approved.	Credit based upon visitation length. Generally ½ credit per day. 3 credit hours or less will be accepted.	No.
8. <u>Officer of Professional Organization.</u> Serving as president, vice-president, secretary or treasurer of state or regional area.	President of state, local or region, 2 credits. Other officer positions approved, 1 credit. 3 credit hours or less will be accepted.	No.

**PROFESSIONAL GROWTH APPLICATION  
MILLMORE CENTRAL PUBLIC SCHOOLS**

Complete this form and submit to your building principal. Applications for Professional Growth must be approved by both your building principal and the Superintendent.

TEACHER

(SIGNATURE)

DATE:

**PROFESSIONAL GROWTH ACTIVITIES (check the one that applies)**

1. College Course
2. Workshop
3. Committee
4. Teaching Experience
5. Publications
6. Student Teacher
7. Visitation
8. Officer of Professional Organization

**COMPLETE THE FOLLOWING INFORMATION**

Date(s) of the Professional Growth Activity:

Total Hours Involved (do not include meal times or travel times):

NUMBER OF CREDITS APPLYING FOR

(15 Hours = 1 Credit)

GIVE A SHORT NARRATIVE DESCRIBING THE ACTIVITY IN WHICH YOU ARE APPLYING FOR CREDIT:

.....  
**ADMINISTRATIVE USE ONLY**

Application Approved by:

(signature)

(Building Principal)

Application Approved by:

(signature)

(Superintendent)

## **HANDBOOKS/POLICIES**

Teachers are responsible for reviewing, knowing, and enforcing the contents of the Student/Parent Handbook and the Faculty Handbook. They are also responsible for teaching the applicable segments of the Student/Parent Handbook to their students.

## **HOURS OF EMPLOYMENT**

Teachers are expected to be at school for an eight hour day as set by the building principal (7:45 – 3:45 at the High School and Middle School; 7:45 – 3:45 at the Elementary School). Special permission for early dismissal when needed may be granted upon request to the principal. Please secure your room before leaving in the afternoon. On Fridays and before holidays, teachers may leave as soon as students have cleared the building.

If a staff member needs to leave the building during the day, the staff member shall request approval from the principal and sign the check-out sheet in the office. This information will help us to respond to callers. If the principal is unavailable, staff members may simply sign-out with the understanding that future absences may be prohibited once the principal reviews the check-out sheet. Staff members are to use their best professional judgment in checking out.

## **ID BADGES**

Badges will be distributed each school year. Badges should be worn at all times when on duty.

## **KEYS**

Faculty members are responsible for all keys checked out to them and are to return all keys to the main office at the end of the school year for inventory. **Lost or stolen keys are to be reported to the office immediately.** Under no circumstances should a teacher give keys to students or have keys made from his/her set or from another teacher's keys. **Do not leave keys where students can get them. Teachers may be responsible for the cost of re-keying locks if their keys are lost or stolen.**

## **DRESS CODE**

Well-groomed teachers are more likely to command respect than those who neglect good grooming. Teachers are expected to dress in an appropriate manner for people of professional status. Sponsors of activities are expected to wear customary school dress unless the work is of such nature that casual dress is deemed proper and expedient.

## **SEXUAL HARASSMENT**

It is the policy of the Board of Education to provide an environment free from unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. The purpose of this policy is to establish clearly and unequivocally that the Board of Education prohibits sexual harassment by and of its employees and students.

Sexual harassment is misconduct that interferes with work productivity and deprives employees of the opportunity to work and students of the opportunity to study and be in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances and sexually oriented communication, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment is a prohibited practice and is a violation of the law.

The procedure for reporting sexual harassment can be found in Board Policy #4000.B.

## **SUPERVISION**

Teachers are expected to be in classrooms at all times during assigned classes. Students are not to be left unsupervised. Failure to follow this directive may result in negligence.

## **SCHOOL CLOSING**

Should weather, adverse conditions, or emergencies force the cancellation of school, notice will be given to KOLN TV Channel 10 Lincoln, KLKN TV Channel 8 Lincoln, and the following Radio Stations: KFAB-#1110, and FROGGY 98.1. Listen to early morning news for school closing information. In addition, the automated calling system will be initiated.

## **LEAVE REQUEST PROCEDURE**

In the event that a staff member is planning to be gone for emergency reasons, the staff member needs to get a Leave Request Form from the secretary. Return the completed form to the secretary so she can call a substitute if needed. The secretary then sends the form to the principal for approval. The principal sends the form to the bookkeeper to check off days available and for approval by the superintendent. The superintendent returns the form to the staff member.

## **PURCHASING**

**Supplies and equipment may be purchased ONLY if approved by the principal and superintendent and accompanied by a purchase order.** Orders placed over the telephone should be approved (requisition **AND** purchase order completed) **PRIOR** to placing of the order.

**ALL** general fund supply orders will be done using the following procedure using the WebLink server (training will be provided by the bookkeeper).

- \*1. Staff will complete a requisition in full (name of company, address, fax number, quantity, catalog number, description, unit price, total amount, date, teacher and general fund code) when requesting a purchase of any equipment or supplies.\*\* In the event a new vendor is being used, staff will need to contact the bookkeeper in order to get the vendor set up in the system.
2. The requisition is submitted to the building principal.\*\*\*
3. The principal reviews the requisition and either approves or rejects the requisition.
4. The superintendent reviews the requisition and either approves or rejects the requisition. Staff will receive email notifications when each requisition is approved or rejected.
5. The bookkeeper will print a purchase order, have the superintendent sign the purchase order and will do **ALL** ordering.
6. The purchase order copies are distributed as follows:
  - White - faxed, emailed or sent to vendor
  - Yellow - Staff member's copy
  - Pink - Principal/Supervisor office copy
7. The yellow staff member's copy of the purchase order will be marked by the staff member as received, back ordered, canceled or to arrive when an order or partial order is received from the vendor. **ALL PACKING SLIPS MUST BE TURNED INTO THE BOOKKEEPER AND MUST BE MARKED BY THE STAFF MEMBER AS RECEIVED, BACK ORDERED, CANCELED, ETC.** In the event there is no packing slip enclosed, please make a copy of the yellow staff member's copy and send to the bookkeeper.

8. When an invoice is received in the superintendent's office, the corresponding purchase order is checked for correctness and presented to the Board of Education for payment. Any invoices found in the packaging should be forwarded to the bookkeeper.

\*Orders by phone should be kept at a minimum. In the event a phone order is necessary, a purchase order number **MUST** accompany the call. A completed purchase order showing the calling date shall then follow the same procedure as all the other purchase orders.

\*\*At the annual spring budget and ordering time, teachers will complete budget request forms instead of requisitions.

\*\*\*Activity purchases are not done through WebLink. Coaches shall submit athletic requests from the activity fund to the Athletic Director/Assistant Athletic Director (using the activity purchase order); Club/Class Sponsors shall submit activity purchase orders to their building principal. These also **MUST** be approved before purchases made.

If a staff member needs to purchase items locally, each staff member will need to follow the same procedure and will receive a copy of the approved purchase order **BEFORE A PURCHASE IS MADE.** Once the purchase is made, return the purchase order and receipt to the bookkeeper.

**PLEASE REMEMBER: ALL PURCHASES NEED TO BE APPROVED IN ADVANCE.**

## TRANSPORTATION REQUESTS

Teachers are responsible for completing the Transportation Request forms which are available at the office. The yellow copy is to be kept by the teacher, the pink copy is to be kept by the office, and the rest is to be sent to the Transportation Director. The Transportation Director will return the blue copy to confirm or deny the request. **Requests should be made at least one week in advance.**

## TRANSPORTATION REGULATIONS

All staff must adhere to the following transportation rules and regulations.

1. All staff must possess a valid driver's license to operate any school vehicle (car or van). Any exceptions must be authorized by the Superintendent. Only staff with a valid CDL license may operate a school bus. All staff members must complete a driver certification form in order to drive any school vehicle. (Appendix B)
2. Staff who violate traffic rules assume responsibility for payment of any associated fines or penalties.
3. The maximum number of passengers in all vans is ten (10) person. **At no time shall there be more than 10 people in the van including the driver.** While driving the school vans, the head lights must remain on while the vehicle is moving. All occupants must use seat belts in all seats of vans so equipped.
4. Students may not ride in the back of the school pickup.
5. Students may not ride in the lunch van or any other vehicle which has not been properly inspected and certified to carry students.
6. Staff may not authorize any student to transport any other student to any school sanctioned event.
7. Staff must complete the "Request for Transportation" form at least a week prior to the date needed.
8. Staff must assume responsibility for actively supervising students on all school sanctioned events. (i.e. field trips, music trips, athletic events, etc.)
9. In the event of a vehicle breakdown or malfunction, staff are asked to seek roadside assistance if available. If the problem cannot be resolved at the site of the problem, staff should call the transportation director at 759-3632 (bus barn), 759-4031 (home), or 759-1034 (cell phone) for assistance. Any expense associated with emergency assistance will be fully reimbursed.

10. A list of all students and sponsors on the trip must be provided prior to departure. (Cell phone numbers should be provided if available.)

## **RELATIONSHIP OF TEACHER TO CUSTODIANS/SECRETARIES**

1. All extra custodial services are to be requested by the teacher through the principal. A work request form is located in the principal's office.
2. Teachers are requested to cooperate with the custodians in the maintenance of the building. Conditions resulting from poor custodian service should be reported to the building maintenance supervisor or the principal.
3. Office secretaries are vital to the success of our building. Each secretary has a job description with tasks they are required to complete on a daily basis. Please resist asking them to complete tasks that are not part of their duties.

## **CONFIDENTIALITY**

As staff members, you have access to confidential information regarding students. In addition you will know about incidents at school regarding specific students. Any faculty discussions, either in formal meeting or in informal conversations concerning pupils or school matters should be treated confidentially. Always greet the community professionally and present a positive image to students, your peers, and the district.

## **RELEASE OF STUDENT INFORMATION**

It is the practice of Fillmore Central Schools not to release the names and/or addresses of students to outside individuals or organizations. The school is required by law to provide the above information to various U.S. military organizations. However, to insure student privacy, Fillmore Central Schools will not release the names and/or addresses of its students to any organizations outside the United States military.

## **TELEPHONES**

Staff members making personal long distance calls will be billed for those calls. Students must have permission to use the telephone.

## **PUBLICITY**

All teachers are encouraged to write articles concerning school events and activities for publication in the local newspaper and on the school website. All articles should be approved by the building principal before publication.

## **STUDENT/ADULT AIDES**

While adult aides may be used to assist teachers in a variety of ways, student aides have restrictions. Student aides may not assign grades, enter grades in teachers grade book, or calculate the grade point averages of other students. Student aides may reproduce material, assist the teacher in the classroom, and perform clerical duties not in violation of a student's right to confidentiality and professional assistance.

## **HOW TO REPORT CHILD ABUSE**

Report child abuse or neglect to the principal. A plan of action will be developed. The local Child Protection Services Unit, Department of Social Services, or the local law enforcement agency will be contacted.

## **ACCIDENTS**

Each teacher shall report to the principal or designated person all accidents and injuries while on duty that are to be considered more than just bumps, minor cuts, or bruises. The nurse or principal will fill out the *Accident Report* form and forward it to the superintendent's office. All accidents should be reported to the Bookkeeper within 24 to 48 hours for Worker's Compensation purposes.

## **ADMINISTERING MEDICATIONS**

In order for school personnel to administer medication to a student, it is necessary to have a physician's authorization and a parent's/guardian's permit for dispensing of same. All medications shall be stored in a locked cabinet in the office unless there is written permission from the doctor and approval of the school administration.

Under no circumstances will medication (prescription or over-the-counter) be administered that is not brought to school in the prescription container, properly labeled, including student's name, physician's name (if prescription) and directions for administering.

The student's physician may be consulted on the timing of the medication. Some prescriptions can be written to eliminate the need for giving medication during school hours. (Board Policy #5425)

## **EMERGENCY PROTOCOL FOR ASTHMA AND ANAPHYLACTIC SYMPTOMS**

The following protocol will be implemented by designated, trained staff at each district site.

1. **CALL 911**
2. Summon school nurse if available. If not, summon designated trained, non-medical staff to implement emergency protocol.
3. Check airway patency, breathing, respiratory rate, and pulse.
4. Administer medications (EpiPen and albuterol) per standing order
  - Administer **EpiPen Jr.** to any child 50 lbs or less.
  - Administer **EpiPen** to any child over 50 lbs.
  - Administer nebulized albuterol while waiting for EMS. If not better may repeat 2 times back-to-back
  - Administer CPR if indicated.
5. Determine cause as quickly as possible
6. Monitor vital signs (pulse, respiration, etc.)
7. Contact parents immediately and physician as soon as possible
8. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility.

## **CHURCH NIGHT AND SUNDAY ACTIVITIES**

School sponsored activities on Wednesday evening after 6:30 p.m. or on Sunday must be approved in advance by the Superintendent of Schools, such request being first submitted to the Principal or the Activities Director. (Board Policy #5310)

## **COMPLAINTS ABOUT INSTRUCTIONAL MATERIALS**

Procedures relating to complaints about instructional materials is found in Board Policy #6335.

## **INVENTORY**

Each teacher will keep a complete and correct annual inventory of all equipment in assigned room(s) or department. All movable equipment is to be listed. Each teacher is responsible for items listed and for additions to the equipment inventory during the school year.

## **MILEAGE FOR STAFF ASSIGNED TO MULTIPLE SITES**

Employees are responsible for getting from their home to their first job assignment. They are also responsible for getting from their last job assignment back to their home. Job assignments may include teaching assignments, extra-duty assignments, and meetings (staff meeting, curriculum meeting, etc.) which the employee is required to attend.

Teachers required to be at more than one site will be paid mileage for traveling from one site to another (8 miles) one-way only. This includes travel for teaching and/or extra-duty assignments except if the direction of travel takes you home.

School vehicles may be used, however, if they are not available staff will be reimbursed at the rate set by the school (typically the school uses whatever the State rate is at the time our Board sets our rates. The rate for the 2022-2023 school year is 50 cents per mile.) The District may also require employees to use school vehicles.

Employees should complete a purchase order listing the dates they traveled that month, and then submit them to the district bookkeeper by the first of the month. Reimbursements will then be approved at the regular Board meeting on the second Monday of the month.

Mileage is not paid for traveling between sites within the same town.

## **Drug Free School and Community Policy**

School District #25 (Fillmore Central Public School) is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, the District unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol.

It is unlawful and, therefore, absolutely prohibited for any employee of the District to engage in the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities.

### DEFINITIONS

As used in this policy, prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities shall mean, but not be limited to the following:

1. The possession, use, or distribution of any substance which is declared by the State of Nebraska or any other applicable law to be an illicit substance.
2. The possession, use, or distribution of alcohol on school premises or as a part of any of the school's activities.

As used herein, the term "School premises" shall mean any property whether owned, leased, or in other manner under the control of the Board of Education of the District.

As used herein, the term "as a part of any of the school's activities" shall mean any activity or enterprise carried out in whole or in part under the auspices of the District.

## PROCEDURES

1. All employees and each new employee will receive a copy of this policy.
2. Each employee will acknowledge receipt of this policy and will sign such form acknowledging receipt and acknowledging the District's policy of absolutely prohibiting conduct as set for this in policy (Policy #4000.D), and further acknowledging that serious sanctions can and will be taken against an employee, including termination of employment and referral for prosecution for any failure to comply with the above-stated standards of conduct and further acknowledging that such compliance is mandatory, and further acknowledging that this policy is adopted pursuant to P.L. 101-226, 34 C.F.R. Part 86, and other applicable statutes, and will further acknowledge that failure to comply with such federal requirements may put the District's receipt of federal funds in jeopardy.
3. In the event the employee does not understand the terms and conditions of this policy, it shall be the duty of the employee to ask for such points of clarification of the Superintendent of Schools or his/her designee at the time this policy is distributed to the employee. If no question is directed by an employee to the Superintendent of Schools or his/her designee it shall be the legal position of the District to presume that the employee has understood and will abide by this policy.
4. In the event of any non-compliance by any employee with this policy, it shall be the duty of the Superintendent of Schools or his/her designee to inform any employee not in compliance about any drug and alcohol counseling and rehabilitation and re-entry programs that are available to employees within fifty (50) miles of the administrative offices of the District. If no such programs are available within 50 miles, then such other programs as may exist in the State of Nebraska shall be made known to such employee. The Superintendent or his/her designee shall maintain a list of such available services and shall from time to time update such list.
5. Sanctions which may be taken against an employee for non-compliance with this policy may be any one or more of the following:
  - a. An oral reprimand
  - b. A written reprimand
  - c. Suspension with pay
  - d. Suspension without pay
  - e. Termination of employment
  - f. Cancellation of employment
  - g. Non-renewal of employment
  - h. Referral to appropriate authorities for criminal prosecution
  - i. Mandatory enrollment in in-patient care or otherwise as a term and condition to any continuing employment by the District
  - j. Mandatory enrollment in any training programs that are or may be provided by the District or others relating to any of the activities prohibited by this policy
6. Disciplinary action sought to be imposed by the Superintendent or his/her designee shall be carried out in accordance with the established policies of the District. However, nothing in this policy shall be construed to vest any right in any employee beyond that required by law and the manner in which each case shall be handled shall be in the sole discretion of the Superintendent or his/her designee subject to the Superintendent's approval, provided only that such action shall be carried out within the bounds of applicable law.
7. Conviction of an employee of the District of any criminal statute relating to the unlawful use, possession, or distribution, of any controlled substance or alcohol, may result in disciplinary action being taken against such employee. When such conviction shall come to the attention of

the Superintendent or other official of the District, any employee convicted as above described may be disciplined in any manner provided by statute, the contract of the employee, any existing policy of the District or any other applicable body of law. As used herein "applicable body of law" shall mean, but shall not be limited to, state and federal statutes, state and federal regulations, and any applicable case law.

8. As an alternative to discipline or as a concurrent requirement to the disciplinary action less severe than the maximum disciplinary action that may be carried out against an employee as referred to in the immediately preceding paragraph, the District, by and through its Superintendent or his/her designee may require the employee to successfully finish a drug abuse program. As used here, the term "drug abuse program" shall mean a drug abuse program sponsored by an approved private or governmental institution. The Superintendent or his/her designee may require the employee to provide the Superintendent or his/her designee written documentation satisfactory to the Superintendent or his/her designee that the employee has successfully finished such program. If aftercare is recommended by such institution, then the Superintendent or his/her designee in his/her sole discretion may require the employee to enroll in such aftercare program and to participate in a manner satisfactory to the provider of such aftercare program. The Superintendent or his/her designee may require an employee to participate in aftercare in the same manner and under the same terms as may be required by the Superintendent or his/her designee. The Superintendent or his/her designee may require ongoing reporting of such participation as a term and condition of continuing employment by such employee at the District.
9. It shall be the policy of the District to require an employee who has been charged or convicted of a violation of any statute as hereinabove referred to in this policy to report such charge or conviction to the Superintendent or his/her designee. Any information received pursuant to this policy may be used in any lawful manner. Any employee having concerns about an admission hereunder constituting self-incrimination shall bear the burden of seeking his or her own legal advice regarding any such potential self-incrimination.

### **Title IX Policy (Board Policy #4000.A2)**

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

#### **1. Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator.**" The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

#### **2. Definitions.** As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability

or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3-5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;
- 2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

*\*A complete list is available in the Board Policy Book Definition.*

- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include 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 will 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. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

### 3. **Discrimination Not Involving Sexual Harassment.**

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 7312.

#### 4. **Response to Sexual Harassment**

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district’s response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. **Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district’s education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate

threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

## 5. **Grievance Process for Formal Complaints of Sexual Harassment.**

### 5.1. **General Requirements.**

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated

by the district to facilitate an informal resolution process receive training on:

- 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
  - 5.1.4.2.2. The scope of the district's education program or activity;
  - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
  - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** 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.
- 5.2. **Notice of Allegations.**

5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations

raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. **Determination Regarding Responsibility**

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

- 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
- 5.7.2.2. 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, methods used to gather other evidence, and hearings held;
- 5.7.2.3. Findings of fact supporting the determination;
- 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
- 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education

program or activity will be provided by the district to the complainant;  
and

- 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
  - 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
  - 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.
- 5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

- 5.8.2.1. Procedural irregularity that affected the outcome of the matter;
- 5.8.2.2. 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
- 5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

- 5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- 5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

- 5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.
- 5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

- 5.9.1. Provides to the parties a written notice disclosing:
  - 5.9.1.1. The allegations;
  - 5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
  - 5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
  - 5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.10. **Recordkeeping.**

- 5.10.1. The district will maintain for a period of seven years records of:
  - 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
  - 5.10.1.2. Any appeal and the result therefrom;
  - 5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools.**

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. **Specific Circumstances.**

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

### **Use of District Computer Network and Internet**

Employees have access to the District's computer network and the Internet for the enhancement and support of student instruction. It is important to remember that the equipment and the software are the property of the school district. In using the computers and the Internet, employees are agreeing to the following:

1. Since copyright laws protect software, employees will not make unauthorized copies of software found on school computers by any means. Employees will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
2. If an employee downloads public domain programs for personal use or non-commercially redistributes a public domain program, the employee assumes all risks regarding the determination of whether a program is in the public domain.
3. Employees shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Employees are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion. Further, employees are prohibited from placing such information on the Internet.
4. Employees will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Employees will not copy, change, read, or use another person's files. Employees will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
5. Employees will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Employees will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
7. Employees will not attempt to login to the system as a system administrator.
8. Employees understand that the intended use of all computer equipment is to meet instructional objectives.
9. Employees will not waste or take consumable supplies, (paper, ink, diskettes, etc.) that are provided by the District.
10. Employees will not use the network for financial gain or for any commercial or illegal activity.
11. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another employee, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
12. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of on line services or products. The employee is solely responsible for any such charges. The employee's acceptance of an email account is an acceptance of the employee's agreement to indemnify the District for any expenses, including legal fees, arising out of the employee's use of the system in violation of the agreement.
13. The Internet will be supplied for your use on an "as is, as available" basis. The District does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
14. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.

15. The District reserves the right to refuse posting of files, and to remove files.
16. The District further reserves the right to inspect a employee's computer and computer usage at any time. Employees have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
17. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
18. A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed district training by the on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of a building administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

For further information refer to Fillmore Central Board Policy #6500.

Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the employee's Internet account and computer privileges, reprimand, suspension, or termination.

## **Staff and District Social Media Use #4000.I**

Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses social media accounts to provide information to district stakeholders. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with the district. Staff should also refer to the district's policy on Staff Computer and Internet Usage.

### **I. Personal Versus School-Affiliated Social Media Use**

#### **A. Personal Social Media Use**

1. The school district will not require staff members or applicants for employment to provide the district with their username and password to personal social media accounts.
2. The district will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.
3. Staff members whose personal social media use interferes with the orderly operation of the school or who use social media in ways that are not protected by the First Amendment may be subject to discipline by the district.

4. Staff members who wish to begin using or to continue using the school district name, programs, mascot, image or likeness as part of any social media profile must notify their supervising administrator of the use, and must secure the administrator's written permission to do so.

**B. School-Affiliated Social Media Use**

1. Any social media account which purports to be "the official" account of the school district (e.g., "Panther Wrestling"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district's business purpose. Staff members may not use "official" accounts for personal use.
2. Staff may be required to provide their supervising administrator with the username and password to school-affiliated social media accounts.
3. Staff may be required to interact with specified individuals on school-affiliated social media accounts.
4. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

**II. Staff Expectations in Use of Social Media – Applicable to Both Personal and School-Affiliated Use**

**A. General Use and Conditions**

Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board's policy on professional boundaries between staff and students at all times and in both physical and digital environments.

Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.

Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member's supervising administrator.

**B. Acceptable Use**

1. Staff may use social media for instructional purposes.
2. Staff may use social media for school-related communication with fellow educators, students, parents, and patrons.

3. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter.

**C. Unacceptable Use**

1. Staff shall not access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.
2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
3. Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on school-owned devices or during school time unless such access is for an educational activity which has been preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

**III. School-Affiliated Digital Content**

**A. General Use and Conditions for School-Affiliated Accounts**

Staff must obtain the permission of their supervising administration prior to creating, publishing, or using any school-affiliated web pages, microblogs, social media pages or handles, or any other digital content which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any content which identifies the school district by name in the account name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated accounts and must only publish content appropriate for the school setting. Staff may not provide the username and password to school-affiliated accounts to any unauthorized individual, including students and volunteers.

**B. Moderation of Third Party Content**

The purpose of school-related social media accounts is to disseminate information. No school-related or school-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the superintendent. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages may be removed when the content meets any of the following conditions:

1. Is obscene, lewd, or appeals to prurient interests;

2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;
3. Contains threatening, harassing, or discriminatory words or phrases;
4. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or
5. Contains any other threat to the safety of students and staff.

Every account administrator must keep a copy of any removed content and must provide a copy to the superintendent along with written notification for the reason the post has been removed. All questions about the appropriateness of removal must be directed to the superintendent.

## **Professional Boundaries and Appropriate Relationships Between Employees and Students #4000.J**

School district employees and student teachers or interns (“employees”) are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Employees are required to establish and maintain professional boundaries with students and must have appropriate relationships with students. They may be friendly with students, but they are the students’ teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees’ conduct and interactions with students and to material they post on personal web sites and other social networking sites including, but not limited to, Instagram, Facebook, and Twitter. The posting or publication of messages or pictures or other images that diminish an employee’s professionalism or ability to maintain the respect of students and parents may impair his or her ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students.

**Sexual Relationships Prohibited.** Employees are prohibited from engaging in any relationship that involves sexual contact or sexual penetration with a student while the student is a current student and for a minimum of one year after the date of the student’s graduation or the date the student otherwise ceases enrollment. Sexual contact has the same meaning as in section 28-318, and sexual penetration has the same meaning as in section 28-318.

**Grooming Prohibited.** Employees are prohibited from engaging in grooming with students. Grooming means building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the students, regardless of when in the student’s life the sexual contact or sexual penetration would take place.

Unless an employee can clearly and convincingly demonstrate a legitimate educational purpose, grooming behaviors and related conduct that are a violation of this policy include, but are not limited to:

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum,
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.
- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.

- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student's personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g. by e-mail, text messaging, or through social media) on a matter that does not pertain to school.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.
- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior which exploits the special position of trust and authority between an employee and a student.

This list is not exhaustive. Any behavior which exploits a student is unacceptable. If in doubt, ask yourself, "Would I be doing this if my family or colleagues were standing next to me?"

**Communication Between Employees and Students.** The preferred methods for employees to communicate with students are in person, school email accounts, Canvas, SeeSaw, and Google Classroom. Employees may use the following personal communication systems to communicate with students: Group Text, Canvas, SeeSaw, Google Classroom, School email, or another system with written permission from their building principal or the superintendent. A personal communication system is a device or software that provides for communication between two or more parties and is capable of receiving, displaying, or transmitting communication. Personal communication system includes, but is not limited to, a mobile or cellular telephone, an email service, or a social media platform.

Employee communications with students through a personal communication system must be sent simultaneously to multiple recipients and not just to one student. Staff are not allowed to personal message one student without including the child's parent or an administrator. The burden to demonstrate the appropriateness of a communication with a student only shall rest with the employee.

**Report a Policy Violation.** Anyone may report suspected grooming, other unacceptable employee conduct, or any violation of this policy as follows:

**School District.** Reports may be made to a principal, the superintendent, or the Title IX Coordinator in person, by mail, by telephone, or email.

**Nebraska Department of Education.** Reports may be made at: Nebraska Department of Education, Attn: Certification Investigations' Office, P.O. Box 94933, Lincoln, NE 68509 or [Nde.investigations@nebraska.gov](mailto:Nde.investigations@nebraska.gov).

**Nebraska Department of Health and Human Services.** Reports may be made by calling the Child Abuse and Neglect Hotline at (800) 652.1999.

Law Enforcement. Reports may be made to the local police department by calling (402)759-4441, the county sheriff at (402)759-4441, or the Nebraska State Patrol at 800-525-5555.

An employee is required to make a report to a principal or the superintendent if the employee reasonably believes that another employee has violated or may have violated this policy. Minor concerns or violations shall be reported within 24 hours. Major concerns or violations shall be reported immediately. Violations committed by or concerns about the superintendent shall be reported to the school board president.

A student who feels his or her boundaries have been violated should directly inform the offender that the conduct or communications is offensive and must stop. If the student does not wish to communicate directly with the offender or if direct communication has been ineffective, the student should report the conduct or communication to a teacher, administrator, counselor, the Title IX coordinator, or other school employee with whom she or he feels comfortable.

Retaliation Prohibited. Retaliation for good faith reports or complaints made as a result of this policy is prohibited. Individuals who knowingly and intentionally make false report shall be subject to discipline as provided by district policy and state law.

Policy Violations. Any violation of this policy by an employee may result in disciplinary action up to and including dismissal from employment and/or referral to the Nebraska Department of Education, which may result in the suspension or revocation of the employee's certificate. Any violation involving sexual or other abuse will result in referral to the Nebraska Department of Health and Human Services, law enforcement\* or both.

Policy Verification. Employees shall verify that they have received, review, and understood this policy by signing an acknowledgement document indicating the same.

No Limits on Reports to NDE. Nothing in this policy shall be construed to limit any certificated employee's duty to report any known violation of the standards of professional practices (Title 92, Nebraska Administrative Code, Chapter 27, commonly known as Rule 27) adopted by the Nebraska Board of Education.

# **FILLMORE CENTRAL ASSESSMENT POLICY**

## **1. State Assessments**

This policy is intended to identify procedures to assure that assessment results are truly representative of students' effort and achievement. It is also intended to create awareness that inappropriate assessment practices can produce negative effects, and to outline procedures to be followed.

Teachers are to give students instruction on the content prior to students being assessed on each content standard in order to provide learning opportunities for all students. The assessments are to be conducted in accordance with the assessment plan schedule. Teachers are to conduct the assessments in a manner that assures it accurately assesses whether or not students are meeting the targets outlined by the content standards.

Assessment results are to be reported by the teachers in the manner and within the time directed by the administration or designee. The assessment data is to be used to meet state standards, to provide students and parents with information about student progress, to enhance school improvement planning, and to improve instruction. The assessment data is to be evaluated by teachers to monitor student learning and to improve instruction or terminate ineffective teaching practices to ensure students are being given the opportunity to meet the standards.

## **2. Achieving Valid Assessments**

Educators are responsible for maintaining the integrity of the assessments to ensure that assessments provide a valid measure of student progress and accomplishments. Educators are not to engage in any practice that may result in assessment results that do not reflect student learning, knowledge, skills or abilities in the area assessed. Educators must not deviate from the test administration procedures specified in the test-examining manual.

For purposes of this policy, student assessments include both "standardized assessments" (including state assessments, norm referenced tests, and evaluations conducted for special education eligibility) and "coursework assessments" (e.g. classroom tests, quizzes, and other evaluative tools used to assign grades).

The following specific assessment expectations and rules apply:

- a. **Integrity of the Assessment Instrument.** The integrity of the assessment instrument is to be maintained.
  - i. **Standardized Assessments.** Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.
  - ii. **Coursework Assessments.** Coursework assessment instruments, tests, quizzes, projects, papers, homework, etc. are to be periodically modified to keep the assessments current and prevent students from effectively using "test banks." For coursework assessments that are given on a repeat bases to students at different times (e.g., a test that is given to students throughout the school day), the educator is to remind students to not share the content of the assessment with students who will be taking the assessment later.
  
- b. **Teaching for Success on Assessments.** It is appropriate for educators to prepare students to do well on assessments. This is to be accomplished in a manner that assures the assessment accurately reflects the student's knowledge, and not simply test preparation.
  - i. **Teach the Content.** Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to "teach to the test" by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. "Cramming" assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.

- ii. Practice Tests. Educators are to prepare students by teaching test taking skills independent of the subject matter being assessed. Educators are not to conduct reviews (drills) using earlier (no longer published) versions of the same test, using alternate (parallel) forms of the same published test, or using actual items from the current form of a standardized test that will be administered to students. Educators are not to conduct reviews (drills) using items of identical format (for example, multiple choice) to the exclusion of other formats.

c. **Conditions for Successful Assessments.**

- i. Communications. Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.
- ii. Climate. Educators are to have sufficient assessment materials available (e.g. No. 2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at a minimum. Activities or arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.
- iii. Security. Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.
- iv. Paper . No paper in. No paper out.
- v. Copies. Educators must not photo copy, print, or copy in any way any of the tests.

- d. **Full Participation.** Educators are to make efforts to have all eligible students take the assessments.

e. **Assistance During Assessments.**

- i. Standardized Assessments. Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student's 504 Plan or IEP. This includes giving "hints", giving extra time, reading the tests to students or defining or pronouncing words for students, allowing students access to instructional material related to the content of the assessment (e.g., displaying a map during a social studies assessment) or allowing students access to mechanical aids (e.g., calculators).
- ii. Coursework Assessments. For coursework assessments, students may be allowed access to instructional materials or mechanical aids only when all students being given the assessment are given the aids and use of the aids does not hinder the students from learning the content of the lesson.

- f. **Student Answers.** Assessments are to reflect the students' work as submitted by the students. During the assessments, educators are to monitor students to make sure directions are being followed. Educators are not to change answers on a student's assessment sheet or otherwise participate in the submission of false or misleading assessment results.

Violations of the rules and expectations set forth in this policy will be considered to be a breach of the District's standard of ethics and may result in disciplinary consequences. Educators are to report suspected violations of the expectation to the administration. The administration is to investigate and appropriately respond to violations of the expectations.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Fillmore Central  
DRIVER CERTIFICATION**

This certification is required by all persons who drive District-owned vehicles. Employees who drive students as part of their employment, or for school related purposes, must also complete this certification.

\_\_\_\_\_  
Name

Operator's License No: \_\_\_\_\_  
License Class: \_\_\_\_\_

I certify that the following information is true and accurate:

\_\_\_\_\_ I have a current and valid Nebraska motor vehicle license, current proof of insurance, and the physical and mental abilities to properly operate a motor vehicle.

\_\_\_\_\_ My driver's license is subject to the following restrictions and I will comply with all such restrictions:

- |                          |                             |
|--------------------------|-----------------------------|
| _____ Corrective Lenses  | _____ Outside Mirrors       |
| _____ Automatic Signals  | _____ Maximum Speed Rest.   |
| _____ Mechanical Aids    | _____ Daylight Only         |
| _____ Restricted Area    | _____ 2 Lane, 2 Way Only    |
| _____ Automatic Trans.   | _____ No Interstate Driving |
| _____ No One Way Streets | _____ Other: _____          |

\_\_\_\_\_ I will abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts will be utilized by all occupants. I will not use a cell phone while the vehicle is in motion.

\_\_\_\_\_ I understand I must immediately notify my supervisor or the appropriate District Administrator upon the occurrence of any of the following events:

- Suspension of my driver's license;
- Revocation of my driver's license;
- Expiration of my driver's license;
- Withdrawal of my driver's license;
- Any tickets or accidents while in a District-owned vehicle or while on school business;
- Any ticket or accident which may result in suspension, revocation, expiration or withdrawal of my driver's license, while in any vehicle at any time;
- Any circumstance which may result in any of the above responses not continuing to be completely accurate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Employee

# Return-to-Work Program

FILLMORE CENTRAL PUBLIC SCHOOL supports the practice of bringing injured employees back to work, as soon as they are medically able. We believe this practice serves the best interests of our employees and organization.

The prompt return of injured employees to their position with medical restrictions will minimize the impact of work-related injuries. Coming back to work early helps employees remain functional as they recover while providing our organization with the valuable use of employees' talents. It also helps control workers' compensation costs.

If you are injured at work, report the injury to your supervisor immediately—no matter how minor the injury is. Your supervisor will report it to our organization's workers' compensation claims coordinator within 24 hours. Any questions concerning workers' compensation should be directed to this individual.

**Claims coordinator** LYNNE HOUSER

**Phone** 402-759-4955

Your supervisor and/or claims coordinator will help arrange for medical treatment following an injury. Prompt, quality medical treatment can be assured through the use of our primary care clinic.

**Clinic** FILLMORE COUNTY MEDICAL CENTER

**Phone** 402-759-4485

Current positions may be modified to fit the medical limitations of injured employees by modifying workstations, altering specific tasks or working reduced hours.

This return-to-work program is an important part of our organization's commitment to manage work-related injuries in a way that's best for our employees and for this organization.

---

Signature

Title

Date

Fillmore Central Public School  
Addition to Employee Code of Conduct  
*Appendix "1"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

ADMINISTRATORS, FACULTY AND STAFF AGREEMENT

In order to make sure that all members of Fillmore Central Public School community understand and agree to these rules of conduct for use of the e-mail and Internet systems of the school district, the Fillmore Central School District asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the Fillmore Central Public School, and I understand and will abide by those district guidelines and conditions for the use of the facilities of Fillmore Central Public School and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold the Fillmore Central Public School, any of its employees, or any institution providing network access to Fillmore Central Public School responsible for the performance of the system or the content of any material accessed through it.

Employee's Name \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

**Complaint Form**  
**Discrimination, Harassment or Retaliation**

The Fillmore Central School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy #4000.A for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Superintendent of Schools, 1410 L Street, Geneva, Nebraska 68361, Phone Number 402-759-4955

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

(1) Description of the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_  
\_\_\_\_\_

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

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

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint.

I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

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

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

## SIGNATURE PAGE

(Please sign and return this signature page to Jodi Meyer by Friday, August 19, 2022)

### **ASBESTOS NOTICE**

Federal regulations require all schools to inventory asbestos containing materials (AMC) in their buildings and annually inform patrons and employees of the existing management plan.

The plan for Fillmore Central Public Schools is available for inspection to the general public, teachers and other school personnel. The plan is available at the Superintendent's Office during the hours of 8:00 a.m. – 4:00 p.m. Monday through Friday

### **DRUG & ALCOHOL NOTICE**

**ACKNOWLEDGEMENT OF UNDERSTANDING AND RECEIPT OF BOARD STANDARDS AND POLICIES PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON THE SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES.**

I, the undersigned, do by affixing my signature hereto acknowledge that I understand the absolute prohibition of the District against any employee of the District engaging in unlawful possession, use, manufacture, or distribution of illicit drugs and alcohol on the school premises or as a part of any of the school's activities as defined by board policy or administrative directive. I further understand by affixing my signature hereto that disciplinary sanctions up to and including termination of my employment and referral of me for criminal prosecution may be imposed upon me for any violation of these standards. I further agree to be bound by these standards and acknowledge that I have been fully notified and that all policies have been explained to my satisfaction and full understanding by appropriate school personnel. I further understand that compliance with these standards is mandatory and is a material term and condition of my employment by the District.

### **TEACHER EVALUATION NOTICE**

I have received, read, and understand the District's Teacher Evaluation Procedures.

### **PROFESSIONAL BOUNDARIES AND APPROPRIATE RELATIONSHIPS BETWEEN EMPLOYEES AND STUDENTS**

I have received, read, and understand the District's Professional Boundaries and Appropriate Relationships Between Employees and Students.

### **STAFF AND DISTRICT SOCIAL MEDIA USE**

I have received, read, and understand the District's Staff and District Social Media Use.

### **STATEMENT OF UNDERSTANDING**

I, the undersigned, do by affixing my signature hereto acknowledge that I have received a copy, read and understand all the articles in this handbook.

---

Signature

---

Date

**FILLMORE CENTRAL**

**DISTRICT # 30-0025**

**SUPPORT STAFF HANDBOOK**

**2022-2023**

## INTRODUCTION

It is the purpose of this handbook to provide non-certificated employees with a ready resource which gathers together all the pertinent information of policy and procedure related to their work. This is done in the belief that staff morale improves when everyone understands the relationship of his/her work to the total organization and knows of his/her own rights and responsibilities.

Every employee--whether teacher, teacher aide, custodian, office personnel, administrator, bus driver or food service--is a part of the big team whose goal is the best possible education for all of the children. All are trustees of an important public confidence and as such must be dedicated to doing the most efficient and effective job of which they are capable.

This handbook has been prepared to provide support personnel with relevant information, policies, and patterns of practice. This handbook states policies as they exist at the time of publication. All policies are subject to change by the Board of Education. This handbook is not to be construed as a contract of employment.

It is essential that all school personnel be thoroughly acquainted with the handbook and refer to it frequently. Employees are urged to make suggestions for future improvement and revision.

## NOTICE OF NONDISCRIMINATION

The Fillmore Central School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Josh Cumpston, Superintendent of Schools

1410 L Street

Geneva, NE 68361

(402)759-4955

[josh.cumpston@fillmorecentral.org](mailto:josh.cumpston@fillmorecentral.org)

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the Superintendent of Schools. 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 the OCR at 8930 Ward Parkway, Suite 2037, Kansas City, Missouri 64114, (816) 268-0550 (voice), or (877) 521-2172 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

## EMPLOYMENT

### Application

Openings for non-certificated positions may be advertised in the Nebraska Signal. Any person desiring employment with Fillmore Central Public Schools will submit an application to the Superintendent's Office. Interviews are conducted by qualified administrators.

### Termination of Employment

If there is a need to terminate the employment of any employee, Fillmore Central Public School will give such employee at least two weeks notice prior to the effective date of termination, unless the employee has committed an act that necessitates immediate termination (neglect of duty, unprofessional conduct, insubordination, immorality, physical or mental incapacity). Written notice of resignation must be given to the immediate supervisor at least two weeks prior to the effective date.

Upon termination of employment, an employee may apply to the Retirement Office, PO Box 94816, Lincoln, NE, 68509, for return of contributions made to the Nebraska School Employees Retirement System.

## CLASSIFICATION and SALARY SCHEDULE

### Classification:

Fillmore Central Public School support personnel are listed by job classification on the non-certificated salary schedule.

### Salary Schedule and Method of Payment

The Salary Schedule is found in Appendix A of this handbook.

Employees will keep track of their time using the TMS system. Checks will be issued on the 20th day of the succeeding month, unless the 20th falls on the weekend, whereupon the checks will be issued on the Friday previous to the 20<sup>th</sup>.

## CONDITIONS OF WORK:

### School Calendar:

A School Calendar is found in Appendix B of this handbook.

### Work Schedule:

The working hours vary according to the job classification. Hours for part-time employees are determined by their immediate supervisor.

### Overtime:

Overtime (at 1 1/2 times your regular rate of pay) is to be paid for hours worked in excess of 40 hours per week; however, hours of work that must be counted toward the 40 hours include all the time you were actually at work.

### Example:

Mon.	Tues.	Wed.	Thurs.	Fri.	Total	Total Reg Hrs.	Total OT
9hr	9hr	8 hr Sick	8hr	8hr	42 hr	42 hr	0

Overtime cannot be paid for the 2 hours over 40 because actual hours worked for the week was only 34.

### Rest Breaks:

Employees are entitled to two fifteen-minute breaks in an eight-hour day.

### Lunch Break:

Employees that work more than six (6) hours each day will take a half-hour (30 minute) lunch break.

**Office Substitution:**

Office personnel are to notify their administrator or supervisor if they are unable to report to work. Office substitutes will be provided if necessary.

**Personnel Files:**

A copy of any written comments about an employee, to be included in the individual's personnel record, must be signed by the individual employee and the author.

**Evaluation:**

This school district is committed to employing and retaining the best personnel possible. In order to maintain the high standard of performance, a system of periodic appraisal has been established. All employees must be appraised at least once each year.

**EMERGENCY PROCEDURES IN INCLEMENT WEATHER**

The following procedures will be followed in closing schools during severe winter weather situations:

1. The Superintendent will consult with the transportation supervisor and others to gather information on weather conditions.

If conditions warrant, the Superintendent will notify the media that schools will be closed. Whenever possible, the news media will be contacted before 6:00 a.m.

2. Personnel expected to report to work, even though school has been canceled, include:

- a. The Superintendent of Schools
  - b. The Grounds Supervisor
  - c. The Head Building Custodian\*
  - d. The Executive Secretary
  - e. The Bookkeeper
  - f. The Data Steward
- \*The Head Building Custodian will decide if the assistant custodian should report for work.

The above mentioned staff members who are on a leave status the day before the storm emergency and continue in that same status the day after the emergency will be considered on leave during the emergency day. A person on sick leave the day before the emergency day and who reports back to work the day after the emergency will not be charged sick leave the day of the emergency.

**PERSONNEL BENEFITS**

The non-certificated leave and benefit policy can be found as Appendix C in this handbook.

**Drug Free School and Community Policy**

School District #25 (Fillmore Central Public School) is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, the District unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol.

It is unlawful and, therefore, absolutely prohibited for any employee of the District to engage in the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities.

**DEFINITIONS**

As used in this policy, prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities shall mean, but not be limited to the following:

1. The possession, use, or distribution of any substance which is declared by the State of Nebraska or any other applicable law to be an illicit substance.
2. The possession, use, or distribution of alcohol on school premises or as a part of any of the school's activities.

As used herein, the term "School premises" shall mean any property whether owned, leased, or in other manner under the control of the Board of Education of the District.

As used herein, the term "as a part of any of the school's activities" shall mean any activity or enterprise carried out in whole or in part under the auspices of the District.

## PROCEDURES

1. All employees and each new employee will receive a copy of this policy.
2. Each employee will acknowledge receipt of this policy and will sign such form acknowledging receipt and acknowledging the District's policy of absolutely prohibiting conduct as set for this in policy (Policy #4000.D), and further acknowledging that serious sanctions can and will be taken against an employee, including termination of employment and referral for prosecution for any failure to comply with the above-stated standards of conduct and further acknowledging that such compliance is mandatory, and further acknowledging that this policy is adopted pursuant to P.L 101-226, 34 C.F.R. Part 86, and other applicable statutes, and will further acknowledge that failure to comply with such federal requirements may put the District's receipt of federal funds in jeopardy.
3. In the event the employee does not understand the terms and conditions of this policy, it shall be the duty of the employee to ask for such points of clarification of the Superintendent of Schools or his/her designee at the time this policy is distributed to the employee. If no question is directed by an employee to the Superintendent of Schools or his/her designee it shall be the legal position of the District to presume that the employee has understood and will abide by this policy.
4. In the event of any non-compliance by any employee with this policy, it shall be the duty of the Superintendent of Schools or his/her designee to inform any employee not in compliance about any drug and alcohol counseling and rehabilitation and re-entry programs that are available to employees within fifty (50) miles of the administrative offices of the District. If no such programs are available within 50 miles, then such other programs as may exist in the State of Nebraska shall be made known to such employee. The Superintendent or his/her designee shall maintain a list of such available services and shall from time to time update such list.
5. Sanctions which may be taken against an employee for non-compliance with this policy may be any one or more of the following:
  - a. An oral reprimand
  - b. A written reprimand
  - c. Suspension with pay
  - d. Suspension without pay
  - e. Termination of employment
  - f. Cancellation of employment
  - g. Non-renewal of employment
  - h. Referral to appropriate authorities for criminal prosecution
  - i. Mandatory enrollment in in-patient care or otherwise as a term and condition to any continuing employment by the District
  - j. Mandatory enrollment in any training programs that are or may be provided by the District or others relating to any of the activities prohibited by this policy
6. Disciplinary action sought to be imposed by the Superintendent or his/her designee shall be carried out in accordance with the established policies of the District. However, nothing in this policy shall be construed to vest any right in any employee beyond that required by law and the manner in which each case shall be handled shall be in the sole discretion of the Superintendent or his/her designee subject to the Superintendent's approval, provided only that such action shall be carried out within the bounds of applicable law.
7. Conviction of an employee of the District of any criminal statute relating to the unlawful use, possession, or distribution, of any controlled substance or alcohol, may result in disciplinary action being taken against such employee. When such conviction shall come to the attention of the Superintendent or other official of the District, any employee convicted as above described may be disciplined in any manner provided by statute, the contract of the employee, any existing policy of the District or any other applicable body of law. As used herein "applicable body of law" shall mean, but shall not be limited to, state and federal statutes, state and federal regulations, and any applicable case law.

8. As an alternative to discipline or as a concurrent requirement to the disciplinary action less severe than the maximum disciplinary action that may be carried out against an employee as referred to in the immediately preceding paragraph, the District, by and through its Superintendent or his/her designee may require the employee to successfully finish a drug abuse program. As used here, the term "drug abuse program" shall mean a drug abuse program sponsored by an approved private or governmental institution. The Superintendent or his/her designee may require the employee to provide the Superintendent or his/her designee written documentation satisfactory to the Superintendent or his/her designee that the employee has successfully finished such program. If aftercare is recommended by such institution, then the Superintendent or his/her designee in his/her sole discretion may require the employee to enroll in such aftercare program and to participate in a manner satisfactory to the provider of such aftercare program. The Superintendent or his/her designee may require an employee to participate in aftercare in the same manner and under the same terms as may be required by the Superintendent or his/her designee. The Superintendent or his/her designee may require ongoing reporting of such participation as a term and condition of continuing employment by such employee at the District.

9. It shall be the policy of the District to require an employee who has been charged or convicted of a violation of any statute as hereinabove referred to in this policy to report such charge or conviction to the Superintendent or his/her designee. Any information received pursuant to this policy may be used in any lawful manner. Any employee having concerns about an admission hereunder constituting self-incrimination shall bear the burden of seeking his or her own legal advice regarding any such potential self-incrimination.

**FILLMORE CENTRAL PUBLIC SCHOOL  
NON-CERTIFICATED PERSONNEL EMPLOYMENT POLICIES**

Adopted: May 3, 1979

Revised: September 14, 1987 (Personal Leave)

Revised: August 17, 1992 (Bereavement)

Revised: May 11, 1998 (90 Days Before Paid Leave Begins)

Revised: August, 1999 (\$.90 per hour in Lieu of Insurance)

Revised: July 9, 2001 (Insurance Eligibility - Secretaries)

Revised: July 10, 2006 (Vacation Days)

Revised: July 8, 2013 (Vacation Days)

**DEFINITIONS:**

- A. Calendar year employee is defined as an employee who is under contract for 52 weeks per year.
- B. School year employee is defined as an employee who is under contract for 36-40 weeks per year.
- C. Full-time employee is defined as an employee who is on the job six or more hours per workday and five days per week.
- D. Part-time employee is defined as an employee who is on the job less than six hours per workday, less than five days per week, or less than 12 months per year. Leave provisions shall be pro-rated according to F.T.E.
- E. Regular workday is defined as average hours worked per day or length of contractual day.

**PAY:**

- A. Compensation will be calculated on a per hour basis.
- B. Salaries will be termed per hour, per day, per month or per year depending upon position needs.
- C. Overtime pay must be approved by an administrator or supervisor.
- D. Salaries will be paid once a month on the 20<sup>th</sup>.
- E. Pay deductions will be calculated on the pay rate per hour times the regular work day (not to exceed 8 hours) times the number of non-approved days absent.
- F. If an employee works more than one position at different pay rates, salary will be calculated on the pay rate per hour for each position. Overtime will be paid at the primary job rate.

**Example:**

If someone's primary job rate is \$14 an hour and their secondary job rate is \$20 an hour, compensation will be figured by doing the following.

If an employee worked 50 hours in a week and 20 of them were at the secondary job and 30 were at the primary job then the overtime calculation would be:

$(20 \text{ hours at secondary position} \times \$20) + (20 \text{ hours at Primary position} \times \$14) + (10 \text{ hours at Primary position} \times (\$14 \times 1.5 = \$21) \text{ an hour of overtime primary position rate})$

**FRINGE BENEFITS:**

- A. Full-time calendar year employees are eligible for Health Insurance (Single or Family Insurance as appropriate for the employee involved) and Single Dental Insurance.

Full-time secretaries who work 40 weeks per year are eligible for Single Health/Single Dental Insurance.

All other employees are eligible for \$1450 deductible Single Health/Single Dental Insurance where the district pays 80% of the premium cost and the employee pays the remaining 20%. These employees' insurance plans will continue through the summer months if the employee returns the following school year.

In the event an employee would voluntarily end their employment or is terminated by the district during any time of the school year, insurance coverage would end on the last day of the month of their final day of employment. Premium deductions will be adjusted and any extra premium deductions taken for summer coverage will be reimbursed to the employee through payroll and processed on their final paycheck.

#### **VACATION:**

- A. Full-time and part-time calendar year employees qualify for vacation pay equal to their regular work day (not to exceed an 8 hour day) and regular pay rate. The tenure of employment must be at least one (1) calendar year and the vacation must be arranged with the superintendent before receiving vacation and pay. (Vacation can be arranged for employees with tenure less than one year. After 90 calendar days, ½ day of paid vacation for each month worked through the remainder of the fiscal year will be allowed.) Length of vacation will be determined by individual contract. Calendar Year Only – Three (3) vacation days may be carried over each year. Remaining unused vacation days will be reimbursed at the contractual hourly pay rate at the end of each contract year.
- B. Full-time and part-time school year employees receive the same vacation days as students during the year unless specified by individual contract or by administrative request.

#### **LEGAL HOLIDAYS:**

- A. Legal holidays are defined as Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, July 4<sup>th</sup>, or the Monday following if a holiday falls on a weekend. Either Good Friday or Easter Monday may be taken as a holiday with pay providing the day chosen is approved by your immediate supervisor and building principal.
- B. Full-time and part-time calendar year employees qualify for legal holiday pay equal to their regular work day length (not to exceed 8 hours) and regular pay rate.
- C. School year employees do not qualify for legal holiday pay.

#### **LEAVE POLICIES: (After 90 calendar days employees will be eligible for paid leave. No paid leave will be allowed prior to those 90 days.)**

- A. Sick Leave
  - 1. All full-time and part-time school year employees receive five days each fiscal year to be used for illness.
  - 2. All full-time and part-time calendar year employees receive seven days each fiscal year to be used for illness.
  - 3. Sick leave days are accumulative to 60 days for use during one year if needed.
  - 4. Pay for sick leave days will be based on the employee's regular workday length (not to exceed 8 hours) and regular pay rate.
  - 5. Leave for personal illness will be processed by the employee notifying his/her immediate supervisor by telephone or message and recording "illness" on the time sheet for the time absent.
  - 6. A maximum of 5 days per year of sick leave may be used to care for illness of children, parents, or spouse.

7. All requests for sick leave must be filed with the immediate supervisor and approved by the superintendent upon return to duty. Also sick leave should be noted on the monthly timecard.
- B. Bereavement Leave
1. Three days of bereavement leave will be granted with full pay for absence due to grief because of the death of an immediate family member, and one day for a relative or close friend. Additional time may be granted at the sole discretion of the Superintendent. Application for all bereavement leave should be filed with the immediate supervisor in advance of the leave whenever possible, and immediately upon return in other cases.
- C. Personal Leave
1. Two (2) days per year which are not accumulative shall be allowed for personal business that cannot be conducted outside the working day. Exceptions to these limitations may be made by the superintendent in his sole discretion. Employees planning to use an individual leave day or days shall apply to their principal/supervisor at least two (2) days in advance, except in case of an emergency.

#### **TITLE IX POLICY (BOARD POLICY #4000.A2)**

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

#### **1. Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the “**Title IX Coordinator.**” The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

#### **2. Definitions.** As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). “Notice” as used in this paragraph includes,

but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;
- 2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

*\*A complete list is available in the Board Policy Book Definition.*

- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
    - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
      - 2.6.4.2.1. The length of the relationship.
      - 2.6.4.2.2. The type of relationship.
      - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
  - 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
  - 2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
    - 2.6.6.1. fear for his or her safety or the safety of others; or
    - 2.6.6.2. suffer substantial emotional distress.
- 2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include 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 will 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. The Title IX

Coordinator is responsible for coordinating the effective implementation of supportive measures.

### **3. Discrimination Not Involving Sexual Harassment.**

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 7312.

### **4. Response to Sexual Harassment**

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX

Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

**4.2. General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district’s response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

**4.3. Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district’s education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

**4.4. Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

**4.5. General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

## **5. Grievance Process for Formal Complaints of Sexual Harassment.**

### **5.1. General Requirements.**

**5.1.1. Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

- 5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
- 5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.
  - 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
  - 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
    - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
    - 5.1.4.2.2. The scope of the district's education program or activity;
    - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
    - 5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
  - 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.
- 5.1.9. **Respect for Privileged Information.** 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.
- 5.2. **Notice of Allegations.**
  - 5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:
    - 5.2.1.1. A copy of this policy.
    - 5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is

presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

- 5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

### 5.3. Dismissal of Formal Complaint.

- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:
- 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
  - 5.3.2.2. Did not occur in the district's education program or activity; or
  - 5.3.2.3. Did not occur against a person in the United States.
- 5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:
- 5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
  - 5.3.3.2. The respondent is no longer enrolled in or employed by the district; or
  - 5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- 5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

- 5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

**5.4. Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

**5.5. Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

- 5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;
- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);
- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and
- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

#### 5.7. **Determination Regarding Responsibility**

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:
  - 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
  - 5.7.2.2. 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, methods used to gather other evidence, and hearings held;

- 5.7.2.3. Findings of fact supporting the determination;
  - 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
  - 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
  - 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.8. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

- 5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.
- 5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:
- 5.8.2.1. Procedural irregularity that affected the outcome of the matter;
  - 5.8.2.2. 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

5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

- 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

**5.10. Recordkeeping.**

- 5.10.1. The district will maintain for a period of seven years records of:
  - 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
  - 5.10.1.2. Any appeal and the result therefrom;
  - 5.10.1.3. Any informal resolution and the result therefrom; and
  - 5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.
- 5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

**6. Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

**7. Access to Classes and Schools.**

**7.1. General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

- 7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.
  - 7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.
  - 7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.
  - 7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.
- 7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.
8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.
  - 8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.
  - 8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.
9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.
10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the

perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

#### 10.1. **Specific Circumstances.**

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

13. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

## **SIGNATURE PAGE**

**(Please sign and return this signature page to Jodi Meyer by Friday, August 19, 2022)**

### **ASBESTOS NOTICE**

Federal regulations require all schools to inventory asbestos containing materials (AMC) in their buildings and annually inform patrons and employees of the existing management plan.

The plan for Fillmore Central Public Schools is available for inspection to the general public, teachers and other school personnel. The plan is available at the Superintendent's Office during the hours of 8:00 a.m. – 4:00 p.m. Monday through Friday

### **DRUG & ALCOHOL NOTICE**

**ACKNOWLEDGEMENT OF UNDERSTANDING AND RECEIPT OF BOARD STANDARDS AND POLICIES PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON THE SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES.**

I, the undersigned, do by affixing my signature hereto acknowledge that I understand the absolute prohibition of the District against any employee of the District engaging in unlawful possession, use, manufacture, or distribution of illicit drugs and alcohol on the school premises or as a part of any of the school's activities as defined by board policy or administrative directive. I further understand by affixing my signature hereto that disciplinary sanctions up to and including termination of my employment and referral of me for criminal prosecution may be imposed upon me for any violation of these standards. I further agree to be bound by these standards and acknowledge that I have been fully notified and that all policies have been explained to my satisfaction and full understanding by appropriate school personnel. I further understand that compliance with these standards is mandatory and is a material term and condition of my employment by the District.

### **STATEMENT OF UNDERSTANDING**

I, the undersigned, do by affixing my signature hereto acknowledge that I have received a copy, read, and understand all the articles in this handbook.

---

Signature

---

Date

**Charges, Tuition, Miscellaneous Salary, Admission Prices  
2022-23**

	2021-2022	2022-2023
<u>ADMISSION PRICES</u>	<u>Current</u>	<u>Proposed</u>
Varsity Adult Gate	\$6	\$6
Varsity Student Gate	\$4	\$4
JV & Jr High Adult Gate	\$4	\$4
JV & Jr High Student Gate	\$2	\$2
*All FC students admitted free to regularly scheduled home activities/events		
Passes for Adults	\$75	\$75
Senior Citizens (Ages 65 and up)	Free	Free
<u>MILEAGE</u>		
Fillmore Central Rate	48.5 cents	50 cents
<u>DRIVER'S EDUCATION</u>	\$250	\$250
<u>MISCELLANEOUS SALARY</u>		
Substitute Teacher	\$130	\$145
<u>HOT LUNCH</u>		
Grades K-4	\$2.75	\$2.80
Grades 5-12	\$3.10	\$3.15
Adult	\$3.60	\$3.65
Extra Milk	\$.50	\$.50
<u>BREAKFAST</u>		
Grades K-12	\$1.70	\$1.75

## GRANT OF TRAIL EASEMENT

This Grant of Trail Easement (“Agreement”) dated July \_\_\_\_\_ 2022 is made by and between **Geneva School District #75** (“School”) in favor of the **City of Geneva**, a Nebraska municipal corporation (“City”), for One Dollar (\$1.00) and other good and adequate consideration, receipt of which is hereby acknowledged, with respect to the following described real property (as defined in Neb. Rev. Stat. § 76-201) located in **Fillmore County**, Nebraska (“Premises”):

**Lot One (1), Block One (1), and Lot One (1), Block Two (2), all in the School Addition to the City of Geneva, Fillmore County, Nebraska**

1. **Trail Easement.** School grants to City an easement in perpetuity to establish and make available for public use a trail, sixteen feet (16’) in clear tread width, in the approximate location within the Property shown on the easement plan attached as Exhibit A. If there is no easement plan attached to this grant, City may determine the location in its reasonable discretion. The easement includes the right to install footbridges, retaining walls, and other structures as necessary to prevent erosion and facilitate passage through wet areas; and install markers and other signs related to the trail. This Agreement shall lapse in the event said trail is removed or no longer in existence.
2. **Public Enters at Own Risk.** Members of the public using the trail do so at their own risk. Neither School nor City may charge for trail access. Nothing in this Agreement shall be construed or interpreted to impose upon School or City, and nor do they assume, any duty to inspect or maintain the trail or warn of any defects or dangerous conditions.
3. **Maintenance.** City shall perform routine maintenance on the trail, if such maintenance is required, at City’s sole discretion. School shall mow and trim any grass and weeds up to the concrete trail. Nothing in this Agreement shall be construed or interpreted to impose upon School or City, and nor do they assume, any duty to inspect or maintain the trail or warn of any defects or dangerous conditions.
4. **Recording.** This Agreement is to be recorded against the Premises so as to be perpetually binding upon the undersigned School and their successors and assigns.
5. **Entire Agreement.** This grant is the entire agreement of School and City pertaining to the trail and supersedes any other agreements or understandings whether or not in writing.
6. **Indemnification.** If a trail user asserts a claim for bodily injury or property damage caused by an unsafe condition on the trail, and the unsafe condition was not the fault of School or anyone on the Premises at the invitation of School, then City agrees to defend such claim on behalf of both School and City and, if such defense is not successful, to hold School harmless from any judgment entered against School on account of such claim. To qualify for the protection offered by City under this paragraph, School must abide by the requirements for immunity developed under, or with respect to, the Nebraska Political Subdivision Tort Claims Act.

*[Remainder left blank intentionally. Exhibit and signature pages follow.]*

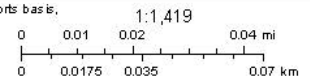
# EXHIBIT A EASEMENT PLAN



June 23, 2022

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Lot Line
- ▭ Parcels
- ▭ Sections



Filmore County  
gWorks

*Approximate location of trail marked with red line.*

**SCHOOL SIGNATURE PAGE**

Geneva School District #75 hereby enters into this Agreement, grants the aforesaid easement, and agrees to be bound by the terms and conditions herein. By their signature below, the signer attests they have authority to bind School accordingly.

Geneva School District #75

By: \_\_\_\_\_  
Josh Cumpston, Superintendent

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

State of Nebraska            )  
                                          ) ss.  
County of Fillmore         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July 2022 by Josh Cumpston, Superintendent, on behalf of Geneva School District #75.

\_\_\_\_\_  
*Notary Public*

**CITY SIGNATURE PAGE**

The City of Geneva, Nebraska, hereby enters into this Agreement, accepts the aforesaid easement, and agrees to be bound by the terms and conditions herein. By their signature below, the signer attests they have authority to bind City accordingly.

City of Geneva, Nebraska,  
a municipal corporation

By: \_\_\_\_\_  
Eric Kamler, Mayor

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

Attest: \_\_\_\_\_  
Kelly Stroh-Heath, City Clerk

State of Nebraska            )  
                                          ) ss.  
County of Fillmore         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July 2022 by Eric Kamler, Mayor, on behalf of the City of Geneva, Nebraska.

\_\_\_\_\_  
*Notary Public*