

MULLEN BOARD OF EDUCATION

June 10, 2019

Regular Board Meeting Agenda

7:00 AM

1. Call to order, roll call, and excuse board member absences.

Speaker(s): President Bryan Starr

2. Approval of the May 13, 2019 Board Workshop minutes and the May 13, 2019 Regular Board Meeting minutes.

3. Approval of the Agenda.

4. Approval of the following June claims: Payroll \$238,301.62, General Fund \$31,340.06, Lunch Fund \$570.30, Special Building Fund \$288.40, and Bond Fund \$3,851.25.

5. Requests to address the Board

6. Teacher Presentation

Multicultural Presentation

Mr. Moore- Mullen Elementary

Mr. Kvanvig- Mullen 7-12

Speaker(s): Justin Moore & Mike Kvanvig

7. Discuss, consider and take all necessary action to approve the superintendent evaluation.

8. Discuss, consider and take all necessary action to approve to designate Chris Kuncl, Superintendent as authorized representative of the school district, including Non-Discrimination Compliance Coordinator.

9. Discuss, consider, and take necessary action to approve sale of surplus metal for scrap iron and sale of surplus landscape blocks

10. Discuss, consider, and take all necessary action to approve the bid for EduClimber through Illuminate Education.

11. Discuss, consider and take all necessary action to approve revisions to Policy 2009 Public Participation at Board meetings.

12. Discuss, consider and take all necessary action to approve revisions to Policy 6005 Academic Credits and Graduation

13. Discuss, consider and take all necessary action to approve Policy 6035 No Athletic Contest Participation by Sixth Graders.

14. Discuss, consider and take all necessary action to approve revisions to the following board policies 2022 Organization of the Board, 2006 Complaints, 2014 Relationship with District Legal Counsel, 3003.1 Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds, 3016 Smoking, 3053 Nondiscrimination, 4048 Assessment Administration and Security, 4052 Job References to Prospective Employers, 5002 Admission of Students, 5016 Student Records, 5017 Routine Directory Information, and 5035 Student Discipline.

15. Nebraska Association of School Board Monthly Update

Speaker(s): Chris Kuncl

16. Administrative Reports

a. Mr. Moore- Elementary Principal Report

Speaker(s): Justin Moore

b. Mr. Kvanvig- High School Principal Report

Speaker(s): Mike Kvanvig

c. Mr. Kuncl- Superintendent Report

Speaker(s): Chris Kuncl

d. Activities Director Report

17. Board Reports

18. Next Meeting - July 8, 2019 at 7:00 AM

19. Adjournment

The Mullen Board of Education reserves the right to go into Closed Session for purposes in accordance with LB 84-1410(1)

**MULLEN BOARD OF EDUCATION
BOARD WORKSHOP FOR THE
EVALUATION OF THE
SUPERINTENDENT
MINUTES
May 13, 2019**

The board workshop of the Mullen School Board was called to order at 5:00 p.m. by President Bryan Starr. He announced that the Open Meetings Act is posted on the west wall. Board members in attendance were **Present:** Jason Coble, Mike French, Travis Hampton, Liza Simonson, Bryan Starr, Barb Svoboda.

Motion by Jason Coble, second by Liza Simonson to approve the agenda, and verify that notice of the meeting was published in the Hooker County Tribune, and posted according to board policy. Motion carried.

Barb Svoboda: yes, Bryan Starr: yes, Jason Coble: yes, Liza Simonson: yes, Mike French: yes, Travis Hampton: yes
yes: 6, no: 0

The Board of Education went into executive session

Motion by Jason Coble, second by Travis Hampton to approve to go into executive session for a work session on superintendent evaluation. Motion carried.

Barb Svoboda: yes, Bryan Starr: yes, Jason Coble: yes, Liza Simonson: yes, Mike French: yes, Travis Hampton: yes
yes: 6, no: 0

Travis Hampton declared to move out of executive session at 7:18 pm.

President Bryan Starr declared the meeting adjourned at 7:18 pm.

An agenda is kept continually current and is available for public inspection in the Superintendent's office during regular office hours.

Chris Kuncl, Recording Secretary

MULLEN BOARD OF EDUCATION
MINUTES
May 13, 2019

The regular meeting of the Mullen School Board was called to order at 7:30 p.m. by President Bryan Starr. He announced that the Open Meetings Act is posted on the west wall. Board members in attendance were **Present:** Jason Coble, Mike French, Travis Hampton, Liza Simonson, Bryan Starr, Barb Svoboda.

Others present were Superintendent Chris Kuncl, High School Principal Mike Kvanvig, Elementary Principal Justin Moore, nine patrons, seven staff members, and six students.

Motion by Barb Svoboda, second by Liza Simonson to approve the minutes from the April 8, 2019 Regular Board Meeting. Motion carried.

Barb Svoboda: yes, Bryan Starr: yes, Jason Coble: yes, Liza Simonson: yes, Mike French: yes, Travis Hampton: yes
yes: 6, no: 0

Motion by Mike French, second by Travis Hampton to approve the agenda, and verify that notice of the meeting was published in the Hooker County Tribune, and posted according to board policy. Motion carried.

Barb Svoboda: yes, Bryan Starr: yes, Jason Coble: yes, Liza Simonson: yes, Mike French: yes, Travis Hampton: yes
yes: 6, no: 0

Motion by Barb Svoboda, second by Liza Simonson to approve the following May claims: Payroll \$234,593.20, General Fund \$25,509.63, Lunch Fund \$2,997.26, and Special Building Fund \$86.81. Motion carried.

Barb Svoboda: yes, Bryan Starr: yes, Jason Coble: yes, Liza Simonson: yes, Mike French: yes, Travis Hampton: yes
yes: 6, no: 0

Jill Buchfinck requested to address the board of education to address conduct and protocol at the board meetings. Mrs. Buchfinck talked for around five minutes. President Starr thanked Mrs. Buchfinck for her comments and encouraged her to set up a meeting with Mr. Kuncl and himself if she had further questions or comments.

Peggy Marsh requested to address the board of education to speak about school and community relations. At five minutes of speaking, Mrs. Marsh was asked to conclude her statement but continued to speak. At around ten minutes of speaking, Mrs. Marsh was asked to finish her comment by President Bryan Starr

Shauna Donohoe requested to address the board of education to speak about her positive feelings toward the future changes. Mrs. Donohoe talked for about 4 minutes. President Starr thanked Mrs. Donohoe for her comments.

Jim O'Brien requested to address the board of education about his displeasure of moving the 6th grade students to create a middle school and wants to see a vote of the public on the changes. Mr. O'Brien talked for about 2 minutes. President Starr thanked Mr. O'Brien for his comment and encouraged him to set up a meeting with administration on his concerns about the creation of a middle school.

After Mr. O'Brien concluded, President Starr asked if there was any further public comment on any items that were listed on the agenda. There were no further comments from the public and the school presentations to the board began.

The FCCLA members that qualified for nationals presented to the board. Taylor Svoboda, Jadynd Andersen, Bella Brown, Molly Paxton, Hanna Marshall, and Samuel Coble presented on the National FCCLA conference. All of the students talked about their projects and how they qualified for the national convention.

Mrs. Andersen, Ms. Donohoe, and Mrs. Jewell presented on the values that BlendEd has brought the Mullen Public School District.

Mrs. Licking presented on her collaboration with Ms. Walls on library standards and music standards to guide the fifth and sixth grade students to compose a digital poster on music composers.

Motion by Liza Simonson, second by Jason Coble to approve district financial support for FCCLA National Qualifiers of \$800 per student. Motion carried.

Barb Svoboda: Abstain (With Conflict), Bryan Starr: yes, Jason Coble: yes, Liza Simonson: yes, Mike French: yes, Travis Hampton: yes
yes: 5, no: 0, Abstain (With Conflict): 1

Motion by Barb Svoboda, second by Travis Hampton to approve use of school vehicles for summer camps/activities. Motion carried.

Barb Svoboda: yes, Bryan Starr: yes, Jason Coble: yes, Liza Simonson: yes, Mike French: yes, Travis Hampton: yes
yes: 6, no: 0

Motion by Mike French, second by Jason Coble to approve school lunch prices for 2019-2020 to remain the same with zero increase. Motion carried.

Barb Svoboda: yes, Bryan Starr: yes, Jason Coble: yes, Liza Simonson: yes, Mike French: yes, Travis Hampton: yes
yes: 6, no: 0

Breakfast

Elementary: \$2.25
Adult: \$2.50
Reduced: \$.30
Reduced: \$.40

Lunch

K-5: \$3.00
6-12: \$3.25
Adult: \$3.75

Motion by Jason Coble, second by Travis Hampton to approve summer employment with maintenance staff for Trevor Ginkens and Taylor Svoboda. Motion carried.

Barb Svoboda: Abstain (With Conflict), Bryan Starr: yes, Jason Coble: yes, Liza Simonson: yes, Mike French: yes, Travis Hampton: yes
yes: 5, no: 0, Abstain (With Conflict): 1

Motion by Travis Hampton, second by Mike French to approve HVAC bids from Rutts Heating and A/C Inc. for Science Rooms, SPED room, and Music Room. Motion carried.

Barb Svoboda: yes, Bryan Starr: yes, Jason Coble: yes, Liza Simonson: yes, Mike French: yes, Travis Hampton: yes
yes: 6, no: 0

Motion by Mike French, second by Travis Hampton to approve Extra Duty assignments for 2019-2020. Motion carried.

Barb Svoboda: yes, Bryan Starr: yes, Jason Coble: yes, Liza Simonson: yes, Mike French: yes, Travis Hampton: yes
yes: 6, no: 0

The Nebraska Association of School Board provides the Mullen Public Schools with a monthly update on new happening throughout Nebraska.

Mr. Moore presented his elementary principal report.

Mr. Kvanvig presented his high school principal report.

Mr. Kuncl presented his superintendent report.

Mr. Pfeiffer provided the school board with a written activities director report.

No board reports this month.

President Bryan Starr declared the meeting adjourned at 8:55 PM.

An agenda is kept continually current and is available for public inspection in the Superintendent's office during regular office hours

Chris Kuncl, Recording Secretary

Mullen Public Schools

Cash Summary Report 05/01/2019 thru 05/31/2019

Fund	Description	Beginning Bal	Revenue	Expenditure	Other	Ending Bal	Encumbr	Liab	Available
01	GENERAL FUND	\$425,716.89	\$1,162,863.57	(\$255,585.27)	\$0.00	\$1,332,995.19	(\$40,072.71)	\$0.00	\$1,292,922.48
02	DEPRECIATION FUND	\$158,701.70	\$101.09	\$0.00	\$0.00	\$158,802.79	\$0.00	\$0.00	\$158,802.79
03	EMPLOYEE BENEFIT FUND	\$71,851.73	\$45.77	\$0.00	\$0.00	\$71,897.50	\$0.00	\$0.00	\$71,897.50
06	LUNCH FUND	\$35,922.26	\$5,673.77	(\$7,514.82)	\$0.00	\$34,081.21	\$0.00	\$0.00	\$34,081.21
07	BOND FUND	\$256,328.95	\$41,432.45	\$0.00	\$0.00	\$297,761.40	\$0.00	\$0.00	\$297,761.40
08	SPECIAL BUILDING FUND	\$391,609.22	\$40,172.77	(\$86.81)	\$0.00	\$431,695.18	\$0.00	\$0.00	\$431,695.18
09	QUALIFIED SCHOOL CONST	\$410,102.29	\$35,794.70	\$0.00	\$0.00	\$445,896.99	\$0.00	\$0.00	\$445,896.99
	CAFETERIA PLAN	\$6,055.35	\$345.42	(\$450.50)	\$0.00	\$5,950.27	\$0.00	\$0.00	\$5,950.27
	ACTIVITY FUND	\$234,152.39	\$11,801.99	(\$16,504.60)	\$0.00	\$229,449.78	\$0.00	\$0.00	\$229,449.78
	PETTY CASH FUND	\$5,956.26	\$3,643.62	(\$2,909.47)	\$0.00	\$6,690.41	\$0.00	\$0.00	\$6,690.41
	TOTAL	\$1,996,397.04	\$1,301,875.15	(\$283,051.47)	\$0.00	\$3,015,220.72	(\$40,072.71)	\$0.00	\$2,975,148.01

COUNTY TREASURER'S REPORT

June 10, 2019

	GENERAL	BOND	SPECIAL BUILDING	QUALIFIED CAPITAL	TOTAL
HOOKER	\$33,502.74	\$1,037.54	\$993.66	\$645.90	\$36,179.84
CHERRY	\$31,331.75	\$1,131.96	\$1,084.08	\$704.66	\$34,252.45
THOMAS	\$5,894.79	\$218.16	\$209.01	\$135.87	\$6,457.83
TOTAL	\$70,729.28	\$2,387.66	\$2,286.75	\$1,486.43	\$76,890.12

Mullen Public Schools

Budget Summary Of Funds Report

Fund	Description	Approved	Ytd Actuals	Ytd Payable/Encumbr	Endg Balance	Unencumbr Endg Balance	% Remaining
01	GENERAL FUND	\$4,527,452.00	\$3,013,809.79	\$39,787.57	\$1,513,642.21	\$1,473,854.64	0.33
02	DEPRECIATION FUND	\$535,740.00	\$130,199.97	\$0.00	\$405,540.03	\$405,540.03	0.76
06	LUNCH FUND	\$117,490.00	\$102,475.00	\$0.00	\$15,015.00	\$15,015.00	0.13
07	BOND FUND	\$434,330.00	\$103,415.00	\$0.00	\$330,915.00	\$330,915.00	0.76
08	SPECIAL BUILDING FUND	\$617,066.00	\$65,425.44	\$0.00	\$551,640.56	\$551,640.56	0.89
09	QUALIFIED SCHOOL CONSTRUCTION	\$480,541.00	\$21,037.50	\$0.00	\$459,503.50	\$459,503.50	0.96
Fund Totals		\$6,712,619.00	\$3,436,362.70	\$39,787.57	\$3,276,256.30	\$3,236,468.73	0.48

ACTIVITY FUND

05/01/2019 thru 05/31/2019

Activity	Activity Name	Beginning Cash	Receipts	Disbursements	Adj	Cash Balance
100	ATHLETICS	-\$208.39	\$60.00	\$7,841.45	\$0.00	-\$7,989.84
120	Hill Top Gym & Weight Room	\$13,943.88	\$150.00	\$0.00	\$0.00	\$14,093.88
125	Weight Room	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
175	Doug Young Memorial	\$8,279.19	\$0.00	\$0.00	\$0.00	\$8,279.19
180	Dan Brost Memorial	\$12,401.56	\$0.00	\$0.00	\$0.00	\$12,401.56
185	Chuck Hafer Memorial	\$690.00	\$0.00	\$0.00	\$0.00	\$690.00
190	Keith Saults Memorial	\$72,882.96	\$0.00	\$370.98	\$0.00	\$72,511.98
250	Banking	\$970.25	\$149.82	\$0.00	\$0.00	\$1,120.07
300	Media	\$1,352.48	\$16.55	\$0.00	\$0.00	\$1,369.03
345	Play Production	\$577.95	\$0.00	\$0.00	\$0.00	\$577.95
350	Speech	\$1,604.18	\$0.00	\$0.00	\$0.00	\$1,604.18
400	CONCESSIONS	\$4,619.51	\$235.95	\$195.38	\$0.00	\$4,660.08
425	Pepsi Cola	\$2,009.62	\$0.00	\$0.00	\$0.00	\$2,009.62
430	Vending Machine	\$2,986.62	\$300.55	\$149.80	\$0.00	\$3,137.37
450	Wellness	\$4,631.88	\$0.00	\$315.31	\$0.00	\$4,316.57
500	FCCLA--LOCAL	\$11,601.90	\$414.00	\$571.96	\$0.00	\$11,443.94
520	FCCLA--NATIONAL	\$353.20	\$536.82	\$0.00	\$0.00	\$890.02
719	Class of 2019	\$931.80	\$480.50	\$342.00	\$0.00	\$1,070.30
720	Class of 2020	\$2,311.62	\$231.00	\$0.00	\$0.00	\$2,542.62
721	Class of 2021	\$1,731.37	\$0.00	\$0.00	\$0.00	\$1,731.37
722	Class of 2022	\$2,176.43	\$0.00	\$0.00	\$0.00	\$2,176.43
723	Class of 2023	\$1,456.64	\$0.00	\$0.00	\$0.00	\$1,456.64
724	Class of 2024	\$420.75	\$0.00	\$0.00	\$0.00	\$420.75
800	ANNUAL	\$6,295.76	\$240.00	\$0.00	\$0.00	\$6,535.76
825	Digital Yearbooks	\$1,138.21	\$0.00	\$0.00	\$0.00	\$1,138.21
850	Computer/Technology	\$2,462.43	\$0.00	\$0.00	\$0.00	\$2,462.43
900	MUSIC	\$417.37	\$4.50	\$0.00	\$0.00	\$421.87
950	BAND/MUSIC CLUB	\$1,449.05	\$0.00	\$0.00	\$0.00	\$1,449.05
1000	SHOP	\$4,132.42	\$317.50	\$0.00	\$0.00	\$4,449.92
1010	PlasmaCam/Power Drive	\$2,177.31	\$215.00	\$0.00	\$0.00	\$2,392.31
1050	FFA	\$6,225.53	\$1,908.00	\$1,740.03	\$0.00	\$6,393.50
1100	SUMMER & YOUTH RECREATION	\$6,017.04	\$0.00	\$0.00	\$0.00	\$6,017.04
1150	PLAYGROUND	\$5,465.36	\$294.80	\$0.00	\$0.00	\$5,760.16
1300	CHEERLEADERS	\$1,492.28	\$1,500.00	\$0.00	\$0.00	\$2,992.28
1400	SPANISH CLUB	\$3,304.55	\$0.00	\$0.00	\$0.00	\$3,304.55
1500	NATIONAL HONOR SOCIETY	\$2,169.26	\$0.00	\$1,696.80	\$0.00	\$472.46
1520	Quiz Bowl	\$1,694.52	\$0.00	\$0.00	\$0.00	\$1,694.52
1550	FLORIDA SCIENCE	\$581.97	\$400.00	\$0.00	\$0.00	\$981.97
1600	ART CLUB	\$3,554.19	\$1,981.00	\$573.87	\$0.00	\$4,961.32
1700	STUDENT COUNCIL	\$991.98	\$0.00	\$0.00	\$0.00	\$991.98
1800	M CLUB	\$3,483.27	\$0.00	\$0.00	\$0.00	\$3,483.27
1801	Broncos Cross Country	\$194.27	\$0.00	\$0.00	\$0.00	\$194.27
1802	Bronco Football	\$1,832.84	\$0.00	\$485.00	\$0.00	\$1,347.84
1805	Lady Bronco Volleyball Club	\$2,539.96	\$0.00	\$150.00	\$0.00	\$2,389.96
1806	Bronco Lady Basketball	\$1,369.24	\$45.00	\$320.00	\$0.00	\$1,094.24
1807	Bronco Basketball	\$5,219.08	\$0.00	\$0.00	\$0.00	\$5,219.08
1808	Bronco Wrestling	\$269.94	\$50.00	\$0.00	\$0.00	\$319.94
1809	Bronco Track Team	\$539.89	\$800.00	\$434.44	\$0.00	\$905.45
1811	Boys Golf	\$3,679.80	\$50.00	\$0.00	\$0.00	\$3,729.80
1950	Scholarships	\$1,813.62	\$200.00	\$0.00	\$0.00	\$2,013.62
1955	Marilyn Downing Scholarship est 2019	\$8,884.78	\$0.00	\$0.00	\$0.00	\$8,884.78
2200	TURNER FOUNDATION	\$137.41	\$1,221.00	\$1,317.58	\$0.00	\$40.83
3000	MATH-SCIENCE COALITION	\$5,181.78	\$0.00	\$0.00	\$0.00	\$5,181.78
3100	STEM	\$1,711.88	\$0.00	\$0.00	\$0.00	\$1,711.88
		\$234,152.39	\$11,801.99	\$16,504.60	\$0.00	\$229,449.78

SELECTED Data

Activity Detail Report

Arranged by:

Date Range: 05/01/2019 thru 05/31/2019

Group ID, Activity Number

Group ID and Description	Activity Number and Name	Reporting ID and Description	Sponsor
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GENERAL FUND

210 MISCELLANEOUS

Receipts

Date	Receipt	Deposit From	Description	Amount
05/14/2019	000000	MSD	misc reimb	798.67

Expenditures

Date	PO Number	Check Vendor	Description	Amount
05/01/2019		006905 Golden Spike Tower	Kindergarten/1st grade 26@\$2	52.00
05/01/2019		006906 Region V Principals Assoc	Leadership Day 3 students	60.00
05/24/2019		006907 CASH (PAM GINKENS)	replenish HS postage petty cash	34.76
05/24/2019		006908 MULLEN SCHOOL HOT LUNCH FUND	5th grade field trip snacks	21.04
05/24/2019		006909 WALMART Community /RFCSELLC	art class supplies	71.68
05/24/2019		006910 Glenn Garner	reimb "car wash" suburban	10.00
Expenditures Total:				249.48

Activity and Budget Totals

Beginning Balance	-798.67
Receipts	798.67
Expenditures	249.48
Adjustments	0.00
Cash Balance	-249.48
Outstanding POs	0.00
Inencumbered Balance	-249.48

Group Totals

Beginning Balance	-798.67
Receipts	798.67
Expenditures	249.48
Adjustments	0.00
Cash Balance	-249.48
Outstanding POs	0.00
Unencumbered Balance	-249.48

Mullen Public Schools

June Claims 6/10/2019

PAYROLL

Fund	Description	Amount
01	GENERAL FUND	\$233,537.24
06	LUNCH FUND	\$4,764.38
Sub Total		\$238,301.62

GENERAL FUND

Check #	Payee	Type	Amount
18429	ACP Direct	4th grade	\$157.20
18430	Amazon.com	supplies	\$465.13
18431	ASI	administration fee	\$25.00
18432	At&t	long distance phone service	\$109.43
18433	Blue Hill Ribbon Company	Elementary Field Day ribbons	\$36.00
18434	Brett Phipps	transportation	\$426.47
18435	Chris Kuncel	cell phone reimb	\$100.00
18436	Committee for Children	K-5 Curriculum	\$2,359.00
18437	Consolidated	phone service	\$513.35
18438	E.s.u. #16	social skills workshop; speech equip	\$245.00
18439	Edmentum	Elem & HS SPED reading subscription	\$88.00
18440	ESGI Software	K-2 Assessment materials	\$327.00
18441	ESU Coordinating Council	crisis training	\$140.00
18442	General Fund-petty Cash	misc reimbursement (field trip fees; travel)	\$249.48
18443	Handyman Hardware	custodial/maint supplies	\$182.08
18444	Holiday Inn Express Omaha West	State track lodging admin	\$288.00
18445	Hometown Leasing	copier lease	\$743.55
18446	Hooker County Tribune	notices/minutes/graduation programs	\$216.07
18447	Hot Lunch Fund	lunchroom/playground supervision meals	\$1,815.00
18448	Ideal LInen Supply	custodial supplies	\$3,217.96
18449	KSB School Law PC LLO	legal services	\$189.00
18450	Kwik Stop	gasoline	\$1,673.16
18451	Learning A-Z	RAZ kids renewal 1st grade	\$109.95
18452	Macke's	supplies	\$266.24
18453	McGraw-Hill Education, Inc	Biology textbooks	\$473.16
18454	Menards - North Platte	supplies	\$64.74
18455	Mike French	transportation	\$945.52
18456	Mullen Auto & Diesel LLC	vehicle maintenance	\$1,027.82
18457	Mullen Motor Co	vehicle maintenance	\$495.56
18458	Mullen Schools Activity Fund	FCCLA National Convention student expense	\$5,600.00
18459	Mystery Science Inc	On-line Science Curriculum	\$499.00
18460	Nebraska Ag Ed Association	Membership T Ginkens	\$180.00
18461	Nebraska Safety & Fire Equip Inc	extinguisher repairs/maint	\$232.00
18462	Paxton Public Schools	Spanish texts	\$253.00
18463	Really Good Stuff LLC	Elem classroom supplies	\$61.93
18464	Sandhill Oil Co, Inc	propane	\$779.80
18465	Sandhills Family Medicine	bus driver physicals	\$290.00
18466	Social Thinking	HS SPED supplies	\$173.90
18467	STAR Autism Support	1 year subscription	\$703.80
18468	Teacher Innovations Inc	teachers planbook annual subscription	\$337.50
18469	Teachers Synergy, LLC	3rd grade/Art workbooks/books/materials	\$387.33
18470	U.S. Bank	travel exp, supplies, stamps	\$1,378.65
18471	USI Education and Government Sales	library supplies	\$98.55
18472	Village Of Mullen	utilities	\$3,415.73
			\$31,340.06

LUNCH FUND

Check #	Payee	Description	Amount
2885	Bruce Kramer	Lunch Deposit Refund	\$19.15
2886	Harris Sales	food	\$124.26
2887	Jay Lovitt	Lunch Deposit Refund	\$16.25
2888	Macke's	food	\$371.99
2889	Todd Peters	Lunch Deposit Refund	\$13.00
2890	Wade Edis	Lunch Deposit Refund	\$25.65
			\$570.30

BUILDING FUND

Check #	Payee	Type	Amount
	1210 Village of Mullen	teacherage utilities	\$88.40
	EFT BOK Financial	Semi Annual Paying Agent Fee/2012 Bonds	\$200.00
			\$288.40

BOND FUND

Check #	Payee	Type	Amount
EFT	BOK Financial	Interest	\$3,851.25

The performance evaluation is an effective tool to ensure the superintendent

will meet the school board's expectations. Fundamental fairness demands that the superintendent

understand the expectations and receive feedback regarding how he/she is performing.



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Nebraska Association of School Boards
Superintendent Evaluation

Superintendent Evaluation Leadership Standards – Narrative

NASB recommends the board follow policy and a best practice course of action to ensure an effective evaluation experience. The following list provides the board with a step-by-step checklist:

- **All board members** will participate in the evaluation process
- The board will execute the evaluation process utilizing the following documents: the board adopted evaluation instrument, the superintendent job description, the superintendent contract; and, superintendent/district performance goals
- The board will periodically review and **adopt a job description** and the **evaluation instrument** for the superintendent, aligning the evaluation instrument with the job duties
- The board will adopt a **timeline** for conducting the superintendent evaluation

- The superintendent will complete a **self-evaluation** and provide a copy of his/her completed evaluation to the board president
- The board president will distribute the superintendent's self-evaluation, blank evaluation instrument, job description, contract, and goals to all board members. Prior to the evaluation meeting, all board members will complete the evaluation instrument and return to the board president by the stated deadline so he/she may compile the results
- The board president will **contact the board attorney** for advice regarding the proper method of executing the evaluation during a scheduled meeting of the board

Note: It is the recommendation of the Association that the board conduct the superintendent evaluation in open session to prevent the board the risk of violating the Nebraska Open Meetings Act. The Association strongly advises the board president to contact the school attorney to ascertain his/her position in regards to evaluation of the superintendent.

- If the board determines pursuant to legal advice to conduct the evaluation in executive session, consider the following guidelines:
 1. Dismiss the superintendent from the closed session to discuss the summary of the evaluation
 2. Ask the superintendent to join the board in closed session and collaboratively review the evaluation with him/her
 3. Identify areas of improvement, goals for the superintendent /district with supporting performance indicators and a timeline for progress reports and/or deadlines
- If the board carries out the evaluation process during a regular meeting of the board in **open session**, each board member should participate in the discussion providing their perspective of the positive qualities the superintendent has exhibited during the past year and any areas of growth or improvement the superintendent might address

Leadership Standard 1: Operations Leadership

The superintendent will provide leadership to the Board of Education in carrying out the vision and daily operations of the district.		
Performance Indicators	Rating	Comments to support rating
1.1 Oversees and directs all activities of the school system according to board policy and assumes responsibility for everything that occurs in the district	4-2 3-3 2-1 1- n/a-	Great job w/ updates. Continually work on communication with staff.
1.2 Articulates and promotes high expectations for teaching and student learning	4-2 3-4 2- 1- n/a-	
1.3 Provides leadership to the board in the annual establishment of short and longterm district goals that support student achievement and the school improvement process	4-1 3-3 2-2 1- n/a-	
1.4 Systematically reports to the board on the status of the adopted district goals and the school improvement plan	4-2 3-3 2-1 1- n/a-	CIP group...make sure they know what they need/expect from you as the schools educational leader.
1.5 Maintains a general knowledge of educational and professional trends through participation in national and state workshops and conferences	4-3 3-3 2- 1- n/a-	

1.6 Supervises the district's compliance and reporting requirements within all NDE rules, accreditation standards, and state and federal law	4-3 3-3 2- 1- n/a-	Great job working with staff on this and seeing where we need to pay attention.
1.7 Represents the district in its dealings with other school systems, agencies, institutions, community organizations, the media, and in legislative and legal matters	4-2 3-4 2- 1- n/a-	
1.8 Maintains effective relationships with legislative representatives, NDE personnel, and Educational Service Unit administrators	4- 3-6 2- 1- n/a-	Good job staying on top of this.

Please provide comments to support ratings of Met, Progressing or Not Met:

Leadership Standard 2: Staff Leadership

The superintendent will provide leadership to the Board regarding staffing of the district and evaluation of staff.

Performance Indicators	Rating	Comments to support rating
2.1 Evaluates and makes recommendations for the appropriate staffing levels needed for the effective operation of the schools	4-2 3-4 2- 1- n/a-	Good job thinking outside the box on some of these. Need to make sure staff is not over-used and burning out due to all of the extras.
2.2 Ensures that fair and effective evaluation processes are in place for all district personnel and that all staff are evaluated regularly according to board policy and applicable laws	4-3 3-3 2- 1- n/a-	Have not seen update on this for this school year, principals and staff.
2.3 Ensures that job descriptions for all district personnel are maintained and updated regularly	4-2 3-3 2-1 1- n/a-	Great job getting this done! Do we need to work on principal and super. Descriptions?
2.4 Provides motivation and resources for staff members to engage in professional development activities	4- 3-6 2- 1- n/a-	
2.5 Provides leadership and oversight to the administrative team through regular communication, supervision, and evaluation	4-2 3-3 2-1 1- n/a-	Glad you are having admin meetings. Some communication still lacking.

2.6 Provides leadership to the board in the negotiations process with the district's recognized bargaining units	4-3 3-3 2- 1- n/a-	Great job providing materials and examples for increases.
2.7 Handles personnel matters in a forthright, objective, and professional manner	4-1 3-4 2-1 1- n/a-	Glad you eventually got input on 6 th grade/middle school decision however, get more input and LISTEN to staff. Teachers should have found out about changes sooner from the top.

Please provide comments to support ratings of Met, Progressing or Not Met:

Leadership Standard 3: Board Relations Leadership

The superintendent will meet established requirements in preparing for and conducting board meetings.		
Performance Indicators	Rating	Comments to support rating
3.1 Provides leadership to maintain the board's focus on student achievement	4-1 3-4 2-1 1- n/a-	Too much focus on athletics/weight room. Would have liked to have seen this much background on the 6 th grade decision making process.
3.2 Attends and participates in all board meetings unless specifically excused by the board from its consideration of the superintendent's performance, contract, or salary	4-4 3-2 2- 1- n/a-	Focus on being present at meetings and events. No side chats or phone use when someone is presenting.
3.3 Develops, in cooperation, with the board president the agenda for each board meeting	4-4 3-2 2- 1- n/a-	
3.4 Ensures that all board meetings are legally conducted and communicated to the public in accordance with the Nebraska Open Meetings Act	4-1 3-5 2- 1- n/a-	How can we do better? How can we make sure public understands and that we are following rules.
3.5 To the greatest extent possible, ensures that the board has adequate information and sufficient time to make critical decisions on behalf of the district	4- 3-3 2-2 1- n/a-	Board feels they needed to be better informed on 6 th grade decision and how it was handled.

3.6 In cooperation with the board president, develops and maintains an annual board calendar	4-3 3-3 2- 1- n/a-	
3.7 Ensures that administrative recommendations to the board identify all details necessary for the board to make an informed decision	4- 3-5 2-1 1- n/a-	
3.8 Using agreed-upon methods, communicates with the board between meetings to ensure that all members have current information about district issues and activities	4-3 3-3 2- 1- n/a-	Weekly updates are great and appreciated.

Please provide comments to support ratings of Met, Progressing or Not Met:

Leadership Standard 4: Policy Leadership

The superintendent will provide leadership to the Board of Education in policy development and implementation.

Performance Indicators	Rating	Comments to support rating
4.1 Provides leadership in the development and implementation of district policy	4-3 3-3 2- 1- n/a-	
4.2 Ensures policy is consistent with the requirements of state and federal law and NDE rules	4-3 3-3 2- 1- n/a-	
4.3 In cooperation with the administrative team, develops the necessary rules and regulations to carry out board policy	4-3 3-3 2- 1- n/a-	
4.4 In cooperation with the board, ensures that policies and supporting administrative rules and regulations are systematically reviewed and updated	4-4 3-2 2- 1- n/a-	

Please provide comments to support ratings of Met, Progressing or Not Met:

*Need to evaluate handbooks and make sure they align with policy

*Need to make sure all changes to handbook/policy are clearly communicated to staff

*Provide coaches (who are not teachers) w/ handbook and where to find policies

Leadership Standard 5: Financial Leadership

The superintendent will provide sound financial planning and management in assisting the Board of Education to support student achievement and district operations.

Performance Indicators	Rating	Comments to support rating
5.1 Schedules timely and appropriate budget work sessions to ensure board input into the development of the district budget	4-2 3-4 2- 1- n/a-	Will need to have meeting in July again on the ideas for budget.
5.2 Develops the budget according to district policy and state requirements	4-3 3-3 2- 1- n/a-	
5.3 Implements and manages the budget according to sound business and fiscal practices and district policy	4-1 3-5 2- 1- n/a-	Good job knowing what projects can come from where and what has been in planning.
5.4 Recommends budget amendments when necessary	4-2 3- 2- 1- n/a-4	n/a at this time.
5.5 Provides monthly financial reports, including comparable data (three year history), to ensure the board is knowledgeable about the status of the budget	4- 3-4 2-2 1- n/a-	No three-year history. Should we take this out of eval question? Would like to see quarterly.

5.6 Maintains the district’s financial records and ensures that they are audited annually by a qualified accounting firm	4-2 3-4 2- 1- n/a-	
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Please provide comments to support ratings of Met, Progressing or Not Met:

Leadership Standard 6: Facilities Leadership

The superintendent will provide leadership to the Board of Education regarding facilities planning.		
Performance Indicators	Rating	Comments to support rating
6.1 In cooperation with the board, maintains and updates a short and long-range plan that includes: (a) a schedule for the routine maintenance of all school properties, (b) a schedule for the repair and/or replacement of school equipment, and (c) a facilities needs assessment for future renovation or construction	4- 3-6 2- 1- n/a-	
6.2 Oversees the implementation of the facilities plan and ensures that the board is knowledgeable about the status of the facilities	1- n/a-	

Please provide comments to support ratings of Met, Progressing or Not Met:

Leadership Standard 7: Community Relations Leadership

The superintendent will provide leadership to the Board in fostering a good working relationship with the public.		
Performance Indicators	Rating	Comments to support rating
7.1 Maintains accessibility and visibility in the community	4-4 3-2 2- 1- n/a-	Visible, not always accessible due to cell phone use (Honors night)...be aware.
7.2 Acts as a unifying force within the district, striving to reconcile divergent viewpoints in order to do what is best for students	4-3 3-3 2- 1- n/a-	Communicate with community Possibly on community open house night about 6 th grade move should have had a moderator.
7.3 Promotes and supports parent/student/community involvement in the school	4- 3-5 2-1 1- n/a-	
7.4 Demonstrates appreciation for and sensitivity to the diversity in the school community	4- 3-5 2-1 1- n/a-	Make sure NHS rules and guidelines are being followed and are in handbook
7.5 Effectively communicates the needs and successes of the district	4- 3-4 2-2 1- n/a-	6 th grade transition could have been handled/communicated better Celebrate academics more!

7.6 Maintains a sound working relationship with the media	4- 3-6 2- 1- n/a-	
7.7 Routinely creates opportunities to seek staff and community input on significant issues where and when appropriate	4- 3-2 2-4 1- n/a-	Transition input and schedule changes could have been communicated/handled better.

Please provide comments to support ratings of Met, Progressing or Not Met:

Leadership Standard 8: General Leadership Attributes

The superintendent will provide general leadership to the Board and District with the following attributes being a top priority.		
Performance Indicators	Rating	Comments to support rating
8.1 Demonstrates ethical, trustworthy and professional behavior	4- 3-3 2-3 1- n/a-	Be aware of cell phone usage in public Be cognizant of conversations with students and parents regarding coaches, playing time, starters, etc
8.2 Demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance	4-1 3-5 2- 1- n/a-	
8.3 Is cordial, patient, personable, and treats everyone fairly and with dignity and respect	4-1 3-3 2-2 1- n/a-	Again, be cognizant of cell phone use, talking while speakers are talking

8.4 Expresses ideas in a logical, forthright, and professional manner	4-1 3-3 2-2 1- n/a-	We love your enthusiasm and energy. Slow down a little on decisions...gather information and formulate plan first.
8.5 Approaches work with enthusiasm, commitment, and integrity	4-5 3-1 2- 1- n/a-	
8.6 Is visible, listens, and promotes collaboration, teamwork, and accomplishments	4- 3-6 2- 1- n/a-	

Please provide comments to support ratings of Met, Progressing or Not Met: Superintendent Evaluation Summary

The superintendent should identify no more than four performance areas on which to focus their growth professionally. Note: Targeting in excess of four performance areas will make it difficult for the individual to address the areas adequately. When his/her performance is at a high-level, sustaining, refining, and replicating the performance is the goal. Follow through will ensure the success of the superintendent and the board.

The Performance Plan should consist of:

- goals (**what** must he/she do to achieve the objective or what is the intended result)
- performance indicators (**how** will the board measure progress and/or success)
- timeline (**when** will progress/success be assessed or completion date)
- signature (once the Performance Plan has been completed and reviewed the board president and superintendent will both sign and date placing a copy in the superintendent's personnel file and a copy will be retained by the board president)

Note: The Performance Plan should be reviewed and updated throughout the year to assess progress and success. Modifications should only be made if the board/superintendent discuss and agree upon appropriate changes.

(Signature of Superintendent)

(Date)

(Signature of Board President)

(Date)

(Sample) Superintendent Performance Plan

Standard	Goal Statement	Performance Indicator(s)	Timeline	Reviewed
Operations				
Staff				
Board Relations				
Policy				
Financial				
Facilities				
Community				

General
Leadership
Attributes

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Client Order

Q-36743

Illuminate Education

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 5/14/2019
Valid Through: 6/13/2019

Prepared By: Tosha Boyer

Start Date: 7/1/2019
End Date: 6/30/2022
Quote Term: 36

Customer: Mullen Public Schools
Address: Mullen, Nebraska

Contact: Justin Moore
Phone: 3082848481
Number of Schools: 3

Mullen Public Schools Year 1

Dates: 7/1/2019 - 6/30/2020

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1	eduCLIMBER Cohort Package		\$0.00	\$5,000.00
1	»» Product Implementation	Product implementation, setup and configuration support.	\$5000.00	\$5,000.00
4	»» Knowledge Base, eduCLIMBER	Self paced Interactive e-learning	\$0.00	\$0.00
180	Data Integration, eduCLIMBER	Data support for initial setup	\$0.00	\$0.00
180	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.00	\$900.00
Mullen Public Schools Year 1 TOTAL:				\$5,900.00

Mullen Public Schools Year 2

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
180	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.00	\$900.00
Mullen Public Schools Year 2 TOTAL:				\$900.00

Mullen Public Schools Year 3

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
180	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$5.00	\$900.00
Mullen Public Schools Year 3 TOTAL:				\$900.00

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax has not been added to this Client Order. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

**Orders@illuminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618**

Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduClimber, LLC, eSchoolData, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

Definitions.

(a). “**Client Order**” means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client’s purchase order as specified herein.

(b). “**Documentation**” means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). “**Licensed Product(s)**” means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement) and subsequent versions provided during an active Subscription Period and/or in relation to Support Services and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). “**Services**” means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). “**Software**” means the Illuminate software programs described in the applicable Client Order.

(f). “**Subscription Period**” means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 (“**Termination**”).

(g). “**Third Party Software**” means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Product(s) and/or Services by providing a purchase order displaying the unique identifier contained within the Client Order attached hereto and/or executing a written SOW for such Licensed Product(s) and/or Services with Illuminate. Any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon SOW shall control, except this Agreement shall

govern all terms relating to intellectual property rights, confidential information, warranty, indemnity and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated in full herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate’s Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. “Client Personnel” is defined as Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s) and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii)

modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update,

adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

5. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

6. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to

notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

7. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third party applications that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to said integration.

8. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or

(ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

9. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13

("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

12. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

15. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver**. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(h). **Counterparts; Facsimile Signature**. Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability**. Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or

consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors**. Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement**. This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

2009 Public Participation at Board Meetings

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board recognizes the importance of citizen participation in school district matters. The board shall not require members of the public to identify themselves as a condition for admission to the meeting. However, the board may require members of the public desiring to address the board to identify themselves as long as those members have followed protocol.

In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board shall set time aside for citizen participation, either at a specific time during the meeting or may allow for public comment during the discussion of identified agenda items. The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year.

When public comment is on the board agenda, citizens wishing to address the board are encouraged, not required, to notify the superintendent and/or board president to discuss items outside of the board agenda. The board president will recognize individuals to make their comments at the appropriate time. The orderly process of the board meeting shall not be interfered with or disrupted. Only those speakers recognized by the board president shall be allowed to speak. Citizens wishing to present petitions to the board may do so at this time. However, the board will only receive the petitions and not act upon them or their contents. Comments by others are out of order. If disruptive, the individual making the comments or another individual causing disruption may be asked to leave the board meeting.

Subjects for public comment are encouraged to involve areas within the board's proper responsibility. Discussion on unrelated matters is to be discouraged.

A time limit of (5) minutes per speaker will be allowed. Not more than a total of twenty (20) minutes will be allowed for the public comment. These time limits may be changed by a majority vote of the members present to extend the time for a specific topic or speaker.

Individuals who have a complaint about employees of the district are encouraged to follow board policy 2006, addressing citizens' complaints, prior to presenting to the board of education.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible material to be discussed in open session of the meeting.

If the pressure of business or other circumstances dictate, the board president may decide to eliminate public comment at any particular meeting.

Adopted on: March 14, 2016

Revised on: June 10, 2019

Reviewed on: _____

6005

Academic Credits and Graduation

The district shall accept credits toward graduation that were awarded by an accredited school district, and shall award a diploma to an option student if the student meets the district’s graduation requirements at the discretion of the superintendent.

To qualify for a Mullen High School Diploma, two hundred fifty (250) total credit hours are required. Starting with the class of 2023, required courses and credit hours that students must complete in order to qualify for the Mullen High School Diploma are (*Personal Finance requirement is effective with the class of 2022):

**TO GRADUATE FROM MULLEN HIGH SCHOOL
EACH STUDENT SHALL COMPLETE:**

COURSE REQUIREMENTS	CREDIT HOURS
English (English I and II required).....	40
Social Science (American History and American Government required).....	30
Mathematics (Algebra I required).....	30
Science (Physical Science, Biology and Earth Science required).....	30
Business Education / Computer Science (Info Technology and Personal Finance* required)	20
Practical Arts (Family Consumer Science or Vocational Agriculture).....	20
Fine Arts (Art, Pottery, Ceramics, Chorus, Band, Speech* required)	20
Physical Education and Health (PE I* required).....	10
Foreign Language (Spanish I required).....	10
Core Electives (English, Math, Science, Dual Credit Courses).....	20
Electives.....	20
Total Credits.....	250

Transfer students must meet the minimum hour requirement for graduation both in terms of total number and specific subject areas. Substitutions may be made for deficiencies in required courses, provided that it was not possible to include the courses on the student's schedule while enrolled at Mullen High School at the discretion of the administration. Students may take as many hours above 250 as desired. Students are required to attend Mullen High School for 8 semesters or show credits from a credit bearing institution to be eligible for graduation. Should a student wish to graduate prior to 8 semesters, all requirements must be met and a **WAIVER FROM THE BOARD OF EDUCATION MUST BE SOUGHT THROUGH AN APPLICATION PROCESS.** (see policy 5066)

Students who receive special education services are mainstreamed into the regular education curriculum, when appropriate. The curriculum content of regular education classes may be modified to accommodate the individual needs and abilities of verified special education students. Each curriculum modification will be included on the student's Individual Education Plan by the Multi-Disciplinary Team and/or school staffing teams composed of special and regular education staff. Hours in special education will be counted toward a high school diploma and these classes will be so marked on the student's transcript. Students who may have a disability not allowing them to complete the requirements may be given a certificate of attendance for their accomplishment.

Prior to the day of graduation, the total number of required hours as well as the minimum hours required in specific subject areas must be completed. Parents of students who may not qualify for their high school diploma because of academic deficiencies will be notified of this possibility by the beginning of the second semester of the student's senior year, or as soon as the situation develops during the student's time in high school.

Adopted on: October 8, 2018
Revised on: June 10, 2018
Reviewed on: _____

6035

No Athletic Contest Participation by Sixth Graders

Mullen Public Schools will not allow sixth grade students to participate in athletic contests between schools, within a school system, or between school systems. All pupils in kindergarten through the sixth grade may not participate in any kinds of athletic contests between schools, within a school system, or between school systems except as provided in this policy or as otherwise allowed by law. This prohibition does not apply to annual field or play days.

Adopted on: June 10, 2019

Revised on: _____

Reviewed on: _____

2002 Organization of the Board

1. Membership, Term and Election

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

2. Internal Organization and Officers

a. President

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

b. Vice President

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

c. Secretary

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.
- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the

proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. A treasurer from the board will be designated on a year-to-year basis.
- ii. The treasurer will sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.
- v. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.

3. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
 - i. If the board is split between two members, they will each serve as the officer for six months of the year. The initial six-month term will be determined by coin flip.
 - ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his or her name into a drawing. The

name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

- iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

4. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:
 - i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
 - ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
 - iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
 - iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
 - v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
 - vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student

- mastery of the social studies standards adopted pursuant to section 79-760.01;
- vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
 - 1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
 - 2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
 - 3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event; and
 - viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

5. Vacancies

- a. A vacancy on the board of education shall exist when any one of the following occurs:
 - i. A member submits his or her formal resignation from the board.
 - ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.
 - iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.

iv. Such other reasons as are set forth in Nebraska statutes.

b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.

c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: March 14, 2016

Revised on: June 10, 2019

Reviewed on: _____

2006 Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

- d) Complaints involving discrimination or harassment on the basis of race, color, national origin, gender, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the staff member involved.
 - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in

writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.

4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint he or she may appeal the decision to the superintendent.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
 - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.

5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint he or she may appeal the decision to the board.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
 - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.

- d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
 - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities. Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the

educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: March 14, 2016

Revised on: June 10, 2019

Reviewed on: _____

3003.1
Bidding for Construction, Remodeling, Repair, or Related Projects
Financed with Federal Funds

I. Applicability of the Policy

This policy applies only to construction and contracts undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$100,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

II. All projects undertaken pursuant to this policy will be subject to the following bond requirements

A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by

law of all persons supplying labor and material in the execution of the work provided for in the contract.

III. Construction Projects with an Anticipated Cost of Under \$250,000

A. Methods of Bidding/Soliciting Quotations or Estimates

The type of procedures required depends on the anticipated cost of the project.

1. Construction with an Anticipated Cost of up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing.

2. Construction with an Anticipated Cost of between \$10,000 and \$250,000 (Small Purchase Procedures)

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

B. Construction Projects with an estimated cost of between \$100,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$100,000 or more are subject to state

public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$100,000 and \$250,000.

IV. Construction Projects with an Anticipated Cost Over \$250,000

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publically opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
 - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
 - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
 - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills,

business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

6. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

B. Advertising for Bids.

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.

2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.

2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.

3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.

4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.

5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.

6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the

bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

C. Full and Open Competition

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed

procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

E. Settlements of Issues Arising Out of Contract

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

F. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
 - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
 - b) Retention of construction records shall be in accordance with applicable law and Board policy.

VI. Conflict of Interest and Code of Conduct

A. Board and staff member conflicts of interest are governed by the district’s conflict of interest policies.

B. Contracts covered by this policy are subject to the following additional provisions.

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

D. Enforcement

Disciplinary Actions will be applied for violations of such standards by officers, employees, or agents of the District at the board’s discretion.

Adopted on: September 11, 2017
Revised on: June 10, 2019
Reviewed on: _____

**3016
Smoking**

Smoking, including the use of cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; or any other such look-alike or imitation product, is permitted by students or non-students on school property only in specifically designated areas.

Adopted on: June 13, 2016

Revised on: June 10, 2019

Reviewed on: _____

3053 Nondiscrimination

The School District does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The School District affirmatively strives to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40

The Equal Pay Act of 1963 as amended - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions

The Uniformed Services Employment and Reemployment Rights Act (USERRA) - provides job protections and reemployment rights to military reservists and National Guard members called to active duty

The Boy Scouts of America Equal Access Act which prohibits discrimination against groups that wish to access district facilities

The Nebraska Fair Employment Practice Act (FEPA) – prohibits employment discrimination on the basis of race, color, national origin, religion, sex (including pregnancy), disability, marital status, and retaliation

Nebraska Age Discrimination in Employment Act (Age Act) – prohibits employment discrimination on the basis of age for those individuals who are over 40 years of age

The Equal Pay Act of Nebraska – prohibits discriminatory wage practices based on sex

The Nebraska Equal Opportunity in Education Act – prohibits discrimination on the basis of sex (including pregnancy) by any educational institution

Veterans Preference Law (NEB. REV. STAT §§ 48-225 to 48-231) - stipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district’s complaint procedures.

Inquiries regarding compliance with any of the laws referred to in this policy may be directed to the superintendent or to the district’s Title IX and/or Section 504/ADA Coordinator.

Adopted on: March 13, 2017

Revised on: June 10, 2019

Reviewed on: _____

4048

Assessment Administration and Security

The purpose of all testing and assessments is to measure students' knowledge, skills or abilities in the area tested. All staff members are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. This policy applies to all national, state, and local assessments, including both standardized and general classroom assessments.

1. Assessment Responsibilities

- a. Each building principal, in consultation with the Superintendent and classroom teachers, will be responsible for:
 - overseeing the scheduling of state administered assessments, training all staff who administer assessments, and ensuring that all assessments, including make-up testing, is completed within required testing windows;
 - obtaining Standards, Assessment and Accountability Updates from the Department of Education and circulating the relevant portions of those updates to other staff members;
 - informing the board of education of changes to the Nebraska Student-Centered Assessment System Security Procedures; and
 - signing and enforcing the Nebraska Student-Centered Assessment System Security Agreement.
- b. Every classroom teacher or other staff member who administers assessments is responsible for:
 - complying with the Nebraska Student-Centered Assessment System Security Procedures;
 - taking all reasonable and prudent steps to ensure the accuracy and integrity of all academic testing, including statewide assessments; and

- ensuring the security of all test materials.

2. Security Violations and Cheating

a. Classroom assessments

Staff members who suspect students of having cheated on a classroom assessment should conduct a reasonable inquiry and impose consequences on the student consistent with classroom rules and the student handbook.

b. State Accountability Tests

Staff members who suspect a breach of security on State Accountability Tests, must promptly report their suspicions to the building principal or superintendent. The superintendent must notify the Department of Education's Statewide Assessment Office and follow the Department's protocol for Reporting and Investigating Test Security Violations.

Staff members who engage in or enable students to engage in academic dishonesty in any testing or assessment will be subject to discipline up to and including the immediate cancellation of their employment contract.

Adopted on: February 12, 2018

Revised on: June 10, 2019

Reviewed on: _____

4052
Job References to Prospective Employers

All requests for employment-related references or employment history by prospective employers of current or former employees must be referred to a member of the administrative team. The administrator will either provide a reference in compliance with this policy or will forward the request to the superintendent.

If the school district is subject to a written separation agreement regarding a particular employee, the terms of that agreement will govern the district's response to requests for information, regardless of any written consent provided to the school district.

If the school district is not bound by a separation agreement and receives a legally enforceable written consent to release information, the district may provide the information authorized by that document. The school district may provide additional truthful information to prospective employers of current and former employees in accordance with this policy.

Employees Suspected of Sexual Misconduct Against a Minor or Student

Apart from the routine transmission of administrative and personnel files or unless otherwise permitted by law, the district and any employee, contractor, or agent of the school district is prohibited from providing any employee any assistance in obtaining a new job if the school district or the individual acting for the school district has probable cause to believe said employee has engaged in sexual misconduct with a student or minor in violation of the law.

Adopted on: March 12, 2018

Revised on: June 10, 2019

Reviewed on: _____

5002 Admission of Students

Students shall be admitted to the school district who are:

- legal residents of the school district or otherwise entitled by Nebraska law to attend the schools of the district tuition-free;
- approved for option enrollment pursuant to policy;
- approved as foreign exchange students pursuant to policy;
- legal residents of a district that has contracted with this district for their educational services;
- statutorily entitled to attend the schools of the district on a part-time basis pursuant to policy; or
- out-of-state students who have been enrolled pursuant to policy.

Students who have been placed in a foster home within the school district are not residents of the district and will not be permitted to enroll unless the district has received a written determination from the Nebraska Department of Health and Human Services that it is in the best interests of the student not to attend his or her district of residence.

Prior to enrolling any student who is a ward of the state of Nebraska or a ward of any court, the district will ask to review a completed copy of the "Education Court Report Form" promulgated by the Nebraska Supreme Court's Commission on Children and Families in the Courts – Education Sub-Committee. If there is no such completed form, district staff will offer assistance to the appropriate responsible individual in securing the information necessary to complete the form as part of the district's enrollment process.

Except in adult education classes or when otherwise required by law, no student who is of 21 years of age or older, or who has earned a high school diploma or its equivalent will be allowed to be enrolled in or continue to attend school in the district.

Students who seek to enroll in the district must comply with each board policy, state statute and regulation that applies to their situation. Grade level placement will be determined in accordance with district policy.

Adopted on: September 11, 2017
Revised on: June 10, 2019
Reviewed on: _____

5016 Student Records

The school district shall manage student records and reports as is necessary for effective administration and in compliance with law. In general "student records" shall not include transitory communications such as e-mail, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district. "Student records" also shall not include any records created and maintained by the district's law enforcement unit for a law enforcement purpose.

For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is PowerSchool.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal and state laws, regulations, and record retention schedules regarding their storage and use in the building. No "student record" or record required to be retained by the Nebraska Secretary of State's Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and "student records" as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. "School officials" include attorneys; members of law enforcement acting on behalf of the school district; representatives of insurance providers that provide coverage to the school district; and third-party website operators who have contracted with the school district or its agent to offer online programs for the benefit of students and the district. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is

given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. This includes sharing information with the Department of Education necessary to comply with the requirement of state law that all third-year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

Adopted on: October 10, 2016

Revised on: June 10, 2019

Reviewed on: _____

5017 Routine Directory Information

The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses, and telephone numbers of high school students unless a student's parents have notified the district in writing that they do not want this information disclosed without their prior written consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

5035 Student Discipline

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

In this policy, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

Any statement, notice, recommendation, determination, or similar action specified in this policy shall be effectively given at the time written evidence thereof is delivered personally to or upon receipt of certified or registered mail or upon actual knowledge by a student or his or her parent or guardian.

Any student who is suspended or expelled from school pursuant to this policy may not participate in any school activity during the duration of that exclusion including adjacent school holidays and weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

Short-Term Suspension

The Principal may exclude students from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations, under the following conditions: upon returning to school, all coursework must be completed, and all assessments must be taken outside of instructional time.

Emergency Exclusion

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

Weapons and/or Firearms

Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.

Long-Term Suspension

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan

and to such other consequences which the school district deems appropriate.

4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath*).

or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant);

7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the

actual substance possessed is a controlled substance by Nebraska law;

- f. Possession of pornography;
- g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
- h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newbies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
- i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon; and
- m. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

Due Process Afforded to Students Facing Long-term Suspension or Expulsion

The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
 - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and

- f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students;
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

Adopted on: _____ June 11, 2018 _____

Revised on: _____ June 10, 2019 _____

Reviewed on: _____

NASB Monthly Update for Board Meetings - Agenda Item: JUNE 2019

“NASB Update”

Welcome to Summer! As a board, some items to be focused on during June include:

- Submit Legislative Resolutions or Standing Positions to the NASB Legislation Committee for consideration by July 1.
 - To view NASB’s current legislative agenda, visit <http://members.nasbonline.org/index.php/nasb-s-legislative-agenda>
 - Submit your legislative proposals at: <http://www.nasbonline.org/registrations/ProposedResolution.aspx>
- Monitor progress of district goals, link goals to discussion and action items
- Review your Board Self-Assessment, Goal Planning, and your Strategic Plan Progress Report
- Conduct a Board/Administrators Budget Work Session
- Have a Year End Assessment and Curriculum Review
- Review your School Improvement Plan
- Annual Review of your Bullying Prevention Policy; Due July 1 - § 79-2,137

With the 2019 Legislative Session now complete, keep close tabs on NASB’s Advocacy efforts and look for a year end summary of the bills you will need to be aware of as some policies will be changing. While the Session is over, advocacy is year-round. Now come the interim hearings, and work is already being done for 2020. Stay up to speed on the Government Relations section of www.NASBOnline.org ... following NASB on social media for posts, videos and updates, and at the Bills specific page at <https://nasb.envisiams.com/legislative-bills>

We are excited for the June networking opportunities and events taking place in Kearney, which include:

- June 13 | New Board Member Connections | Kearney
- June 13 | NASB Member Golf Outing | Kearney (RSVP to sendorf@NASBOnline.org)
- June 13-14 | School Law Seminar | Kearney

You can learn more, and register for the above events at www.NASBOnline.org

NASB will be hosting NAEP Workshops in Gering & Lincoln on July 16th, and in Kearney & Norfolk on July 17th.

Area Membership Meetings will be here before we know it, in 9 locations starting mid-August. Mark your calendar now, as some dates are different than in past years.

August 20 | Valentine - August 21 | Fremont - August 22 | La Vista

August 26 | Gering - August 27 | North Platte - August 28 | Kearney

September 4 | York - September 18 | Nebraska City - September 25 | Norfolk



Follow NASB on twitter at www.twitter.com/NASBOnline using the hashtag #liveNASB
and on facebook at www.facebook.com/NASBOnline

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the **Board Notes newsletter** for "This Month In ...". To access the latest newsletter, click here:

<http://members.nasbonline.org/index.php/news-resources/board-notes>

Thanks for all you do for your board, your community and the entire state by serving public education in Nebraska.

Principal's Report
Mullen Elementary School
Justin Moore
June 10, 2019

Curriculum Alignment

The teachers have worked very hard to get their curriculum's aligned. A lot of work has been done, but there is still a ways to go to have it finished. This is a long process and we will continue to work on it for the next couple of years and then improve upon it each and every year to ensure that we are meeting the students needs.

CIP

We had a great work day in May and accomplished quite a bit. We have some minor things to work out, but feel that we are ready to completely roll out the process in August for the staff.

MTSS

We are continuing to work through this process and streamline it with the CIP as well. We are trying to bring everything under one umbrella and make it simpler and easier for the staff to help and improve all aspects of learning for students.

LB1081

Stacey Vinton and I attended a training on the new LB 1081 law that is requiring all students to be reading at grade level by the end of 3rd grade. We learned that we are already doing most of the work, but we need to streamline it and make it work a little bit better. A few things we need to adjust, but not as big as an undertaking as we thought going into it.

End of School Year Summary

We had a very good year while still working to improve things in the building. We do not have nearly the modifications in the building this year, but instead are just moving some spaces around to make the building function a little more efficiently.

Dates:

Principal's Report

June 2019

Mike Kvanvig

State Reporting update

Have a few dependencies as of right now and are working with the ESu to get them cleared up before the due date. All in all we are way ahead of the game with powerschool.

Maps Score Review

With looking at the trends we tend to have less improvement throughout the year on our results. Although we are way above the state averages in 8th-12th grade. This is where our new school goal will come into play. Using edunity and WIN Time we are hoping to alleviate this issue of improvement throughout the year.

Football Concession / Bathroom Update

Talked with all parties involved. City has granted us a variance because of the closeness to the road. Rich Licking will be moving the dirt and putting in the wall. Doug Cooley will be running all of the plumbing, Brian Crips will be putting up the block portion and electric work. We will do the majority of the finish work. Best case, we will be ready for 1st game, but realistically may not be ready in time as there are a lot of people we are dependant on to make this happen.

June 10, 2018

Strength and Conditioning training has begun and we are averaging 20-25 students per day combined in both morning and evening sessions.

Scheduling-

For the Volleyball Jamboree game this year, we were very fortunate to be selected as one of the teams in the Bill Marshall classic in Grand Island. The girls will play Winside and Spalding Academy at Heartland Lutheran high school on August at 10:00 am and 11:00 am MST.

With Stapleton and McPherson County cooperating to make Sandhills Valley, our girls volleyball team lost a dual with the Longhorns and lost a quad with Cody Kilgore, Stapleton, and McPherson County. After talking with Cody-Kilgore, we decided to cancel that contest and pursue another. We were able to get Valentine on the schedule for a JV/V dual on September 26 when they come to Mullen. We were also very fortunate to get into a JV/V quad in Broken Bow on October 22 with Broken Bow, Valentine, and Doniphan Trumbull. This should set the girls up with some major competition in preparation for the postseason.

Football dropped a game with Garden Co. JV and picked up a game with Sandhills Valley JV in Stapleton. Wrestling also dropped a meet at Garden Co. and picked up a dual tournament in Ogallala so we may have enough points to qualify for the state dual tournament in doing so.

With Basketball, the girls were short one contest and they lost a contest with McPherson County. We were fortunate enough to schedule Bridgeport on December 17 at Bridgeport and Hershey at Mullen on February 4. This gives both boys and girls 18 contests with the two tournaments (MNAC and Paxton).