

Agenda

1. Opening the Meeting
 - 1.A. Call to Order
 - 1.B. Nebraska Open Meetings Law
 - 1.C. Publication of Meeting — Meeting was legally advertised on Thursday, July 8th in the Hastings Tribune.
 - 1.D. Roll Call
2. Welcome Visitors and Public Comment
3. Reports
 - 3.A. Comments from Principal Wiechman
 - 3.B. Comments from Principal LeClaire
 - 3.C. Comments from Superintendent Masters
 - 3.D. Board Committees - NASB Monthly Update
4. Consent Agenda
 - 4.A. Approve Minutes of the June 14, 2021 Special Board Meeting for Budget Amendment, the June 14, 2021 Regular Board Meeting, and the Minutes of the June 29, 2021 Board Workshop
 - 4.B. Approval of July Treasurer's Report
 - 4.C. Approval of July Claims - Payroll: \$263,417.28 Claims \$40,237.02.
 - 4.D. Approve District Goals for the 2021-2022 School Year
 - 4.E. Approve 2021-2022 Membership Dues for Nebraska Rural Community Schools Association
 - 4.F. Approve the Annual Renewal of Software Unlimited, Inc. - KPS Accounting Software for \$6,195.00
5. Action Items
 - 5.A. Second Reading and Approval of Updated Policies - 1110, 1200, 3132, 4003, 4003a, 4003b, 4007 Forms 2A, 3, 4, 5, 6, 7, 5002, 5401, 5401z, 6111, 6212, 6600, 8130, 8151, and 8152
 - 5.B. Approve the Purchase of the K-8 Science Curriculum - Amplify
 - 5.C. Approve Amendment for Principal Contracts
 - 5.D. Approve the Breakfast and Lunch Prices for the 2021-2022 School Year - Increase Extra Milk to \$0.45 from \$0.40.
 - 5.E. Approve the Purchase of Six Apple Macbooks (\$7,194) for Teachers and Nine USB-C Adapters (\$621) - Total \$7,815 with REAP Funds
6. Discussion Items
 - 6.A. Review Student, Faculty, and Athletic Handbook Changes
 - 6.B. Review a Plan for Staff Development
7. August Master Board Calendar Items
 - 7.A. Review Proposed Budget and Set Date for Budget and Tax Request Hearings
 - 7.B. David Goebel from Amerisco Co. to Present on Facility Needs Study

8. Executive Session
9. Next Meeting - Wednesday, August 11, 2021 at 8pm, Financial review with Troy, Shawn, and Kay at 7:30pm
10. Adjourn



Principal's Monthly Report for School Board

Secondary Principal – Nicole J. LeClaire

July 12, 2021

Curriculum Meetings & Guides

- I have met with all teachers with the exception of Kroos, Perry, & Benton (which will happen this week & next). Meetings have gone very well.
- Example of Stage (1) of Curriculum Planning. Next Stages:
 - Aligning Standards
 - Aligning Assessments
 - Revamping Lessons & Writing Learning Targets for Instruction & Learning Mastery
 - At the end of this year, we will have drafts of curriculum guides for each content area as well as scope & sequences & pacing outlines.

Handbooks

- Handbooks have been updated with current legislation and teacher developed procedures for tardies, dress code, and multi-cultural instruction.
- All changes are in red.
- We will no longer have a separate Student Activity Handbook as all information is included in the Student/Parent Handbook. Recommendations for activity-specific reviews/policy recommendations:
 - Revisit policy on consequences for alcohol usage (in yellow).
 - Add concussion protocols for return to play/learn
- I have combined the Teacher and Classified Staff Handbooks as the majority of the general information applies to both certificated & classified employees. Where policy differs (ex: negotiated contracts, leave day accrual, etc) specific employee categories are annotated. Additionally, Articles (2) & (3) are exclusive to Certificated and Classified employees employment, respectively.

Class Counts & Registration

- Hoping to have this solidified within a couple of weeks. We are behind due to Mr. Roe's convalescing for his injury.

Superintendent's Comments - June 2021

ESSER III Fund Assurances -

In order to be in compliance with our application for ESSER III Funds, we are required to post our "Reopening Plan" on the school website along with any changes made for the upcoming school year - 2021-2022. This has been placed on our website along with a Google Survey soliciting suggestions from patrons regarding what changes and additions to the plan should be made so that we are best meeting the needs of our students as we begin a new school year. In addition, we also are required to solicit suggestions on the best use of ESSER III Funds. A Google survey was created and placed on the school website which allows for patrons to provide suggestions on how these funds can be used to meet the most significant needs of our school district and students. I will attend the ESSER III meetings at Admin Days too!

In addition to the above, I have held a public meeting with about 25 Kenesaw patrons where I explained how the funds can be used and solicited their feedback. I also have presented to the Kenesaw staff on ESSER III and possible ways this money can/may be used. This group also had the opportunity to provide feedback and suggestions. On the June Board Meeting the ESSER III topic was a discussion item and patrons were provided an opportunity to respond and provide input at this time.

Long Term Facilities Plan (Update) -

David Goebel was not able to get all of the building reviews completed and dollar amounts for each prepared, so he will present to the board in August. Since our facility review is being done for free, they have paying customers that have had to have inspections completed that took precedent over ours. I am hoping to get some numbers soon so that I can plan the budget with an understanding of what these projects may cost. Once I have numbers I can present a plan to the board and make a recommendation on the best way to proceed.

NASB Area Membership Meetings -

The Kearney Area Membership Meeting will be held on September 8, 2021. The opening session will begin at 5:00 pm and Dinner and Awards will begin at 7:25 pm. Please let me know if you would like to attend. 15 points are awarded for attending!

School Finance Boot Camp -

https://docs.google.com/document/d/1VFbohXEOXugZYq28Y_cpUIzuDw8M-BBIYvLNU9fFxLw/edit?usp=sharing

The Finance Boot Camp is at Wood River High School on July 26th from 1pm to 4pm. This looks to be a great opportunity for all of us to expand our knowledge of the Nebraska finance system.

AFR Amendment for 19-20 -

With the help of Emily Burr, ESU 9 Finance Director, and Lisa Riley, Mierau accounting firm, our 19-20 AFR has been successfully amended and ties back the Special Education Reporting that ESU 9 does for KPS. I will make these amendments and will use the corrected amounts when planning the budget for 21-22.

Trane Service Agreement -

I will be reviewing the service agreement that we currently have with Trane and will be seeking bids from Rutt's Heating and Air, as well as, Waldinger Corporation. A recommendation will be presented at the August board meeting.

Back to School Open House -

I would like into the possibility of having an Back to School Open House in August. It might be fun to be able to do something in conjunction with the Booster Bash. The Kenesaw Booster Club has all new members and they might welcome the opportunity to work with the school on this. We will reach out to see if there is an interest in doing something like this. Troy Legg spoke with me about grilling some hamburgers on this night as well. I would be glad to help with this too.

I will work with Joe and Nicole to plan the expectations for teachers on this night. I will be important to get a communication out to staff so they can plan accordingly. May the village would open the pool on this night and we could gather up some lawn games for families/kids to play.

Substitute Teacher Pay -

KPS currently pays substitute teachers \$130 per day. \$97.50 for $\frac{3}{4}$ day, \$65 $\frac{1}{2}$ day.

Woodriver - \$130

Shelton - \$130

Southwest - \$135

Arapahoe - \$115

Southern Valley - \$115

Axtell - \$125

Classified Staff Positions Open -

We are currently seeking a preschool para. This was approved at the June board meeting. I currently have one applicant and will look to interview her next week. She has worked at Southerland Public Schools as a para the past 2 years. Also, Gary Steiner will be retiring from his custodian position at the end of August. I posted notices regarding this position around town and at the Juniata Casey's store. We may put an add in the Hastings Tribune for this as well.

Reminder

Monday - July 12, 2021

7:00 pm - Financial Report Review - Cindy, Marlin, Shandra

7:30pm - Foundation Board Meeting

8:00 pm - July Regular Board Meeting

Jul-21

Vehicle Service/Repair
Service /
Repair Other Total

Vehicle
ALL

Fleet Pride / Coach
Masters/Cummins

****Wash buses and supplies**

2011			
2012			
2021			
2021			0.00
			0.00
Total		0.00	0.00

Kenesaw
Motor/CPI/NAPA/

Excursion			
Excursion			
MICRO 2012			
MICRO 2018			
White Van			
Pickup			0.00
Total		0.00	0.00
		0.00	0.00
		0.00	0.00

JULY 2021 GF Payroll

\$263,417.28

JULY 2021 GF Claims

\$ 40,237.02

Total JULY 2021 Payments GF

\$303,654.30

FUND ACCOUNT TOTALS

HOT LUNCH	\$ 3,783.36
DEPRECIATION	\$ -
ACTIVITIES	\$ 8,709.26
BOND	\$ -
SPECIAL BUILDING	\$ 125,000.00
	<u>\$ 137,492.62</u>

\$ 441,146.92

MONTHLY EXPENSE SPREADSHEET 2020-2021

MONTH YEAR	GEN. FUND ACCT. PAY.	GEN. FUND PAYROLL	TOTAL General Fund A/P & PAYROLL	HOT LUNCH ACCT. PAY.	HOT LUNCH PAYROLL	TOTAL HOT LUNCH A/P & PAYROLL														
SEPT. 2020		132,910.65			4,472.00															
	76,010.96	141,276.01	350,197.62	10,819.26	3,956.13	19,247.39														
		274,186.66			8,428.13															
OCT. 2020		135,110.66			5,698.14															
	42,778.93	144,007.75	321,897.34	15,656.23	4,516.77	25,871.14														
		279,118.41			10,214.91															
NOV. 2020		131,311.53			5,616.94															
	92,804.52	142,098.27	366,214.32	13,900.77	4,750.52	24,268.23														
		273,409.80			10,367.46															
DEC. 2020		133,481.37	362,608.87		4,736.43	21,892.22														
	58,039.50	143,349.08		11,573.41	4,182.02															
		276,830.45			8,918.45															
DEC. 2020 STIPENDS	PAYROLL IN YELLOW	7,815.57		PAYROLL IN YELLOW	1,000.01															
		19,923.35			400.35															
	TOTAL GREEN	27,738.92		TOTAL GREEN	1,400.36															
JAN. 2021		122,606.89			2,415.68															
	83,953.73	139,245.50	345,806.12	7,842.80	4,555.78	14,814.26														
		261,852.39			6,971.46															
FEB. 2021		127,856.37			3,404.20															
	168,522.64	141,843.00	438,222.01	11,353.71	3,838.11	18,596.02														
		269,699.37			7,242.31															
MAR. 2021		128,299.17			2,884.11															
	57,327.90	141,640.15	327,267.22	9,139.52	3,765.70	15,789.33														
		269,939.32			6,649.81															
April-21		136,132.64			4,454.58															
	63,984.97	145,599.30	345,716.91	14,572.77	4,468.13	23,495.48														
		281,731.94			8,922.71															
May-21		133,455.76			4,071.41															
	67,690.10	143,861.54	345,007.40	12,192.34	4,512.97	20,776.72														
		277,317.30			8,584.38															
June-21		118,481.98			2,278.29															
	107,492.74	135,546.91	361,521.63	4,405.29	2,846.19	9,529.77														
		254,028.89			5,124.48															
July-21		120,391.61																		
	40,237.02	143,025.67	303,654.30	0.00	0.00	3,783.36														
		263,417.28			3,783.36															
AUG. 2021			0.00			0.00														
		0.00			0.00															
AUG. 2021																				
<table style="width: 100%; border: none;"> <tr> <td style="width: 14.28%;"></td> <td style="width: 14.28%; text-align: center;">858,843.01</td> <td style="width: 14.28%; text-align: center;">3,009,270.73</td> <td style="width: 14.28%; text-align: center;">3,868,113.74</td> <td style="width: 14.28%; text-align: center;">111,456.10</td> <td style="width: 14.28%; text-align: center;">86,607.82</td> <td style="width: 14.28%; text-align: center;">198,063.92</td> </tr> <tr> <td></td> <td style="text-align: center;">3,868,113.74</td> <td></td> <td></td> <td style="text-align: center;">198,063.92</td> <td></td> <td></td> </tr> </table>								858,843.01	3,009,270.73	3,868,113.74	111,456.10	86,607.82	198,063.92		3,868,113.74			198,063.92		
	858,843.01	3,009,270.73	3,868,113.74	111,456.10	86,607.82	198,063.92														
	3,868,113.74			198,063.92																

Regular; Processing Month 06/2021; Accounts to Include Accounts with Activity

Fund: 01 GENERAL FUND						
Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 1100	LOCAL DISTRICT TAXES	3,289,000.00	259,255.39	3,218,995.47	97.87	70,004.53
01 1115	CARLINE TAX	9,200.00	0.00	12,489.19	135.75	(3,289.19)
01 1120	PUBLIC POWER DISTRICT TAX	19,400.00	0.00	22,386.31	115.39	(2,986.31)
01 1125	MOTOR VEHICLE TAXES	137,500.00	12,607.19	139,879.01	101.73	(2,379.01)
01 1190	STATE EARLY CHILDHOOD GRANT	0.00	0.00	130,000.00	0.00	(130,000.00)
01 1510	INTEREST ON INVESTMENTS	15,000.00	605.75	10,011.00	66.74	4,989.00
01 1911	LOCAL LICENSE FEES	750.00	0.00	2,362.48	315.00	(1,612.48)
Subtotal: LOCAL RECIEPTS		3,470,850.00	272,468.33	3,536,123.46	101.88	(65,273.46)
01 2110	COUNTY FINES & LICENSES	12,725.00	1,357.01	10,572.65	83.09	2,152.35
01 2210	ESU ED SERVICE UNIT RECEIPTS	2,000.00	0.00	0.00	0.00	2,000.00
Subtotal: COUNTY AND ESU RECEIPTS		14,725.00	1,357.01	10,572.65	71.80	4,152.35
01 3110	STATE AID	221,011.00	22,064.00	220,622.00	99.82	389.00
01 3120	SPED PROGRAM (SCHOOL AGE)	212,000.00	51,638.00	227,307.00	107.22	(15,307.00)
01 3130	HOMESTEAD EXEMPTION	26,000.00	5,153.95	20,238.98	77.84	5,761.02
01 3131	PROPERTY TAX CREDIT	265,000.00	0.00	267,147.86	100.81	(2,147.86)
01 3132	Personal Property Tax Credit	(6,000.00)	0.00	0.00	0.00	(6,000.00)
01 3180	PRO RATE MOTOR VEHICLES	7,000.00	0.00	7,700.27	110.00	(700.27)
01 3400	STATE APPORTIONMENT	37,000.00	0.00	33,170.91	89.65	3,829.09
01 3512	DISTANCE EDUCATION INCENTIVE PAYMENTS	50.00	0.00	0.00	0.00	50.00
01 3540	STATE EARLY CHILDHOOD	130,000.00	0.00	0.00	0.00	130,000.00
Subtotal: STATE RECEIPTS		892,061.00	78,855.95	776,187.02	87.01	115,873.98
01 4310	REAP	0.00	0.00	30,423.00	0.00	(30,423.00)
01 4418	ESU9 RECEIPTS	500.00	0.00	0.00	0.00	500.00
01 4505	TITLE I	37,712.00	0.00	40,689.32	107.89	(2,977.32)
01 4509	TITLE 11, PART A, ESSA SUPPORTING	2,000.00	0.00	0.00	0.00	2,000.00
01 4510	TITLE V, PART A ESSA	10,000.00	0.00	0.00	0.00	10,000.00
01 4511	Title IV	54,336.00	0.00	0.00	0.00	54,336.00
01 4512	IDEA PART B (611) Base Allocation	0.00	0.00	12,506.00	0.00	(12,506.00)
01 4516	IDEA BELOW AGE 5	2,010.00	0.00	3,964.00	197.21	(1,954.00)
01 4518	IDEA SPED GMS 6408/4518	0.00	0.00	35,167.00	0.00	(35,167.00)
01 4519	IDEA ENROLLMENT/POVERTY	65,000.00	0.00	0.00	0.00	65,000.00
01 4521	IDEA PART B Proportionate Share	2,427.00	0.00	6,304.00	259.74	(3,877.00)
01 4530	OTHER FEDERAL CATEGORICAL RECEIPTS	31,748.00	0.00	0.00	0.00	31,748.00
01 4708	MEDICAID PUBLIC SCHOOLS (MIPS)	6,000.00	0.00	382.28	6.37	5,617.72
01 4709	Medicaid Administrative Coding MAC / MAP	2,400.00	579.23	2,268.90	94.54	131.10
01 4969	TITLE IV (GMS)	0.00	9,718.00	9,718.00	0.00	(9,718.00)
Subtotal: FEDERAL RECEIPTS		214,133.00	10,297.23	141,422.50	66.04	72,710.50
01 5301	INSURANCE ADJUSTMENTS	0.00	4,224.00	4,224.00	0.00	(4,224.00)
01 5690	OTHER NON-REVENUE RECEIPT	7,000.00	545.66	33,928.63	484.69	(26,928.63)
Subtotal: NON-REVENUE RECEIPTS		7,000.00	4,769.66	38,152.63	545.04	(31,152.63)
01 9000	NON PROGRAM RECEIPTS	0.00	0.00	0.00	0.00	0.00
01 9003	Interfund Loan From SPEC. BLDG	125,000.00	0.00	0.00	0.00	125,000.00
Subtotal: NON-PROGRAM RECEIPTS		125,000.00	0.00	0.00	0.00	125,000.00
Fund Total:		4,723,769.00	367,748.18	4,502,458.26	95.31	221,310.74

Revenue Summary Report

Processing Month: 06/2021

Regular; Processing Month 06/2021; Accounts to Include Accounts with Activity

Fund: 02 DEPRECIATION

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
02 1510	INTEREST ON INVESTMENTS	0.00	1.61	123.15	0.00	(123.15)
	Subtotal: LOCAL RECIEPTS	0.00	1.61	123.15	0.00	(123.15)
02 5200	TRANSFER FROM OTHER FUNDS	0.00	0.00	10,000.00	0.00	(10,000.00)
02 5300	PROCEEDS FROM THE DISPOSAL OF REAL	0.00	0.00	2,490.00	0.00	(2,490.00)
	Subtotal: NON-REVENUE RECEIPTS	0.00	0.00	12,490.00	0.00	(12,490.00)
02 6300	SPECIAL ITEMS	0.00	0.00	17,525.45	0.00	(17,525.45)
	Subtotal: 6000	0.00	0.00	17,525.45	0.00	(17,525.45)
	Fund Total:	0.00	1.61	30,138.60	0.00	(30,138.60)

Revenue Summary Report
Processing Month: 06/2021

Regular; Processing Month 06/2021; Accounts to Include Accounts with Activity

Fund: 05

ACTIVITY FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
05 1710 0100	ATHLETICS	0.00	480.00	61,291.73	0.00	(61,291.73)
05 1710 0332	FFA / AG	0.00	51.00	13,364.08	0.00	(13,364.08)
05 1710 0500	ANNUAL	0.00	0.00	7,682.72	0.00	(7,682.72)
05 1710 0510	K-CLUB	0.00	0.00	1,365.20	0.00	(1,365.20)
05 1710 0520	NATIONAL HONOR SOCIETY	0.00	0.00	860.00	0.00	(860.00)
05 1710 0530	STUDENT COUNCIL	0.00	0.00	829.26	0.00	(829.26)
05 1710 1520	LIBRARY	0.00	0.00	2,396.60	0.00	(2,396.60)
05 1710 1530	DANCE SQUAD	0.00	0.00	449.75	0.00	(449.75)
05 1710 1535	CHEERLEADER	0.00	0.00	2,178.26	0.00	(2,178.26)
05 1710 2020	CLASS OF 2020	0.00	0.00	(3,223.32)	0.00	3,223.32
05 1710 2021	CLASS OF 2021	0.00	300.00	(3,575.00)	0.00	3,575.00
05 1710 2022	CLASS OF 2022	0.00	0.00	5,685.95	0.00	(5,685.95)
05 1710 2023	CLASS OF 2023	0.00	0.00	1,334.79	0.00	(1,334.79)
05 1710 2024	CLASS OF 2024	0.00	0.00	859.14	0.00	(859.14)
05 1710 2025	CLASS OF 2025	0.00	0.00	1,616.25	0.00	(1,616.25)
05 1710 2026	CLASS OF 2026	0.00	0.00	2,946.20	0.00	(2,946.20)
05 1710 2530	FBLA	0.00	0.00	3,772.00	0.00	(3,772.00)
05 1710 2662	CONCESSIONS	0.00	0.00	10,356.92	0.00	(10,356.92)
05 1710 2874	BUSINESS/ACCT. CLASS	0.00	0.00	481.50	0.00	(481.50)
05 1710 3021	PROJ. DC CLASS OF 2021	0.00	0.00	5,550.00	0.00	(5,550.00)
05 1710 3022	PROJ. DC/ POST PROM CLASS OF 2022	0.00	0.00	19,831.24	0.00	(19,831.24)
05 1710 3023	PROJECT DC CLASS OF 2023	0.00	0.00	1,961.58	0.00	(1,961.58)
05 1710 3030	MISCELLANEOUS	0.00	2,130.21	15,022.56	0.00	(15,022.56)
05 1710 3035	POP MACHINE	0.00	0.00	268.55	0.00	(268.55)
05 1710 3429	EHA Wellness Committee	0.00	0.00	5,465.00	0.00	(5,465.00)
05 1710 3536	ELEMENTARY T-SHIRT	0.00	0.00	764.00	0.00	(764.00)
05 1710 3668	FOOTBALL FUNDRAISING	0.00	0.00	1,430.32	0.00	(1,430.32)
05 1710 3669	VOLLEYBALL	0.00	0.00	200.00	0.00	(200.00)
05 1710 3670	WRESTLING FUNDRAISING	0.00	0.00	335.00	0.00	(335.00)
05 1710 4722	GRADUATED CLASSES	0.00	0.00	3,223.32	0.00	(3,223.32)
05 1710 4724	CHROME BOOK ACCOUNT	0.00	0.00	1,040.00	0.00	(1,040.00)
05 1710 7274	SCRIP CARD	0.00	2,169.42	30,105.87	0.00	(30,105.87)
05 1710 7545	SKILLS USA	0.00	0.00	1,293.63	0.00	(1,293.63)
05 1710 7733	SPEECH FUND RAISER REVENUE	0.00	0.00	783.00	0.00	(783.00)
Subtotal: LOCAL RECIEPTS		0.00	5,130.63	197,946.10	0.00	(197,946.10)
Fund Total:		0.00	5,130.63	197,946.10	0.00	(197,946.10)

Revenue Summary Report

Processing Month: 06/2021

Regular; Processing Month 06/2021; Accounts to Include Accounts with Activity

Fund: 06 NUTRITION FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
06 1510	OTHER INCOME	0.00	1.80	19.79	0.00	(19.79)
06 1611	STUDENT LUNCHES	0.00	0.00	45,153.25	0.00	(45,153.25)
06 1612	Daily Breakfast Sales	0.00	0.00	312.25	0.00	(312.25)
06 1620	ADULT LUNCHES	0.00	0.00	5,869.90	0.00	(5,869.90)
	Subtotal: LOCAL RECIEPTS	0.00	1.80	51,355.19	0.00	(51,355.19)
06 3150	LUNCH REIMB. FED/STATE	0.00	8,317.25	68,017.11	0.00	(68,017.11)
	Subtotal: STATE RECEIPTS	0.00	8,317.25	68,017.11	0.00	(68,017.11)
06 4210	FEDERAL REIMBURSEMENT(OF NUTRIT PRGMS)	0.00	0.00	29,286.71	0.00	(29,286.71)
	Subtotal: FEDERAL RECEIPTS	0.00	0.00	29,286.71	0.00	(29,286.71)
06 5500	TRANSFER FROM OTHER FUNDS	0.00	0.00	35,000.00	0.00	(35,000.00)
06 5690	OTHER NON-REVENUE RECEIPTS	0.00	1,182.69	5,044.82	0.00	(5,044.82)
	Subtotal: NON-REVENUE RECEIPTS	0.00	1,182.69	40,044.82	0.00	(40,044.82)
	Fund Total:	0.00	9,501.74	188,703.83	0.00	(188,703.83)

Revenue Summary Report

Processing Month: 06/2021

Regular; Processing Month 06/2021; Accounts to Include Accounts with Activity

Fund: 07

BOND FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
07 1100	LOCAL DISTRICT TAXES	0.00	23,931.39	306,516.95	0.00	(306,516.95)
07 1115	CARLINE TAXES	0.00	0.00	1,174.06	0.00	(1,174.06)
07 1120	PUBLIC POWER DIST SALES TAX	0.00	0.00	2,058.24	0.00	(2,058.24)
07 1510	INTEREST ON INVESTMENTS	0.00	59.45	978.32	0.00	(978.32)
Subtotal: LOCAL RECIEPTS		0.00	23,990.84	310,727.57	0.00	(310,727.57)
07 3130	HOMESTEAD EXEMPTION	0.00	475.75	1,856.83	0.00	(1,856.83)
07 3131	PROPERTY TAX CREDIT	0.00	0.00	24,660.23	0.00	(24,660.23)
07 3180	PRO RATE MOTOR VEHICLE	0.00	0.00	744.52	0.00	(744.52)
Subtotal: STATE RECEIPTS		0.00	475.75	27,261.58	0.00	(27,261.58)
Fund Total:		0.00	24,466.59	337,989.15	0.00	(337,989.15)

Revenue Summary Report

Processing Month: 06/2021

Regular; Processing Month 06/2021; Accounts to Include Accounts with Activity

Fund: 08 SPECIAL BUILDING

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
08 1100	LOCAL DISTRICT TAXES	0.00	14,503.74	183,352.03	0.00	(183,352.03)
08 1115	CARLINE TAXES	0.00	0.00	705.41	0.00	(705.41)
08 1120	PUBLIC POWER DIST SALES TAX	0.00	0.00	1,247.42	0.00	(1,247.42)
08 1510	INTEREST ON INVESTMENTS	0.00	53.25	1,006.83	0.00	(1,006.83)
Subtotal: LOCAL RECIEPTS		0.00	14,556.99	186,311.69	0.00	(186,311.69)
08 3130	HOMESTEAD EXEMPTION	0.00	288.33	1,093.42	0.00	(1,093.42)
08 3131	PROPERTY TAX CREDIT	0.00	0.00	14,401.79	0.00	(14,401.79)
08 3180	PRO RATE MOTOR VEHICLE	0.00	0.00	439.99	0.00	(439.99)
Subtotal: STATE RECEIPTS		0.00	288.33	15,935.20	0.00	(15,935.20)
Fund Total:		0.00	14,845.32	202,246.89	0.00	(202,246.89)

Revenue Summary Report

Processing Month: 06/2021

Regular; Processing Month 06/2021; Accounts to Include Accounts with
Activity

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	4,723,769.00	421,694.07	5,459,482.83	115.57	(735,713.83)

Revenue/Expenditure Summary Report with Profit and Loss

Regular; Processing Month 06/2021

6/21

Fund Number	Account Type ID	Budget	Month to Date	Year to Date	Budget Balance
8	Revenue	4,723,769.00	367,748.18	4,502,458.26	221,310.74
9	Expenditure	4,717,330.00	364,940.17	3,695,551.11	1,021,778.89
01	GENERAL FUND	6,439.00	2,808.01	806,907.15	
DEPRECIATION					
8	Revenue	0.00	1.61	30,138.60	(30,138.60)
9	Expenditure	0.00	0.00	272,042.68	(272,042.68)
02	DEPRECIATION	0.00	1.61	(241,904.08)	
ACTIVITY FUND					
8	Revenue	0.00	5,130.63	197,946.10	(197,946.10)
9	Expenditure	0.00	14,526.72	186,621.46	(186,621.46)
05	ACTIVITY FUND	0.00	(9,396.09)	11,324.64	
NUTRITION FUND					
8	Revenue	0.00	9,501.74	188,703.83	(188,703.83)
9	Expenditure	194,400.00	9,529.77	191,987.34	2,412.66
06	NUTRITION FUND	(194,400.00)	(28.03)	(3,283.51)	
BOND FUND					
8	Revenue	0.00	24,466.59	337,989.15	(337,989.15)
9	Expenditure	0.00	0.00	313,322.96	(313,322.96)
07	BOND FUND	0.00	24,466.59	24,666.19	
SPECIAL BUILDING					
8	Revenue	0.00	14,845.32	202,246.89	(202,246.89)
9	Expenditure	0.00	0.00	188,595.19	(188,595.19)
08	SPECIAL BUILDING	0.00	14,845.32	13,651.70	
Grand Total:		(187,961.00)	32,697.41	611,362.09	

Revenue/Expenditure Summary Report with Profit and Loss

Regular; Processing Month 07/2021

7/21

Fund Number	01	GENERAL FUND	Budget	Month to Date	Year to Date	Budget Balance
8	Revenue		4,723,769.00	0.00	4,502,466.26	221,310.74
9	Expenditure		4,717,330.00	298,434.82	3,993,985.93	723,344.07
01	GENERAL FUND		6,439.00	(298,434.82)	508,472.33	
Fund Number	02	DEPRECIATION				
8	Revenue		0.00	0.00	30,138.60	(30,138.60)
9	Expenditure		0.00	0.00	272,042.68	(272,042.68)
02	DEPRECIATION		0.00	0.00	(241,904.08)	
Fund Number	05	ACTIVITY FUND				
8	Revenue		0.00	0.00	197,946.10	(197,946.10)
9	Expenditure		0.00	8,709.26	195,330.72	(195,330.72)
05	ACTIVITY FUND		0.00	(8,709.26)	2,615.38	
Fund Number	06	NUTRITION FUND				
8	Revenue		0.00	0.00	188,703.83	(188,703.83)
9	Expenditure		194,400.00	1,862.14	193,849.48	550.52
06	NUTRITION FUND		(194,400.00)	(1,862.14)	(5,145.65)	
Fund Number	07	BOND FUND				
8	Revenue		0.00	0.00	337,989.15	(337,989.15)
9	Expenditure		0.00	0.00	313,322.96	(313,322.96)
07	BOND FUND		0.00	0.00	24,666.19	
Fund Number	08	SPECIAL BUILDING				
8	Revenue		0.00	0.00	202,246.89	(202,246.89)
9	Expenditure		0.00	125,000.00	313,595.19	(313,595.19)
08	SPECIAL BUILDING		0.00	(125,000.00)	(111,348.30)	
Grand Total:			(187,961.00)	(434,006.22)	177,355.87	

07/09/2021 03:49 PM

Posted - All; Processing Month 07/2021

User ID: DJK

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
Checking Account ID	1	Fund Number 01	GENERAL FUND	
	7045439114 JUNE 2021	Black Hills Energy	06/03/2021	108.90
01 2610 621 000		NATURAL GAS SERVICE		108.90
Total	Black Hills Energy			108.90
	12959219	Cash-Wa Distributing Co.	06/15/2021	91.90
01 2610 610 000		TRASH BAGS		91.90
	12973678	Cash-Wa Distributing Co.	06/29/2021	216.10
01 2610 610 000		FLOOR STRIPPER / SHAMPOO		216.10
	12977662	Cash-Wa Distributing Co.	06/29/2021	152.80
01 2610 610 000		FLOOR WAX STRIPPER		152.80
Total	Cash-Wa Distributing Co.			460.80
	215575CL	Cenex Fleetcard	06/30/2021	261.46
01 2710 626 000 1997		PICKUP FUEL		69.56
01 2710 626 000 2004		EXCURSION FUEL		93.29
01 2710 626 000 2008		VAN FUEL		98.61
Total	Cenex Fleetcard			261.46
	KPS0721	CITY OF HASTINGS	07/01/2021	184.00
01 1100 890 001		FIRE ALARM MONITORING		92.00
01 1100 890 002		FIRE ALARM MONITORING		92.00
Total	CITY OF HASTINGS			184.00
	WO-1260	Communication Engineering, Inc.	06/14/2021	150.00
01 2610 430 000		BLUE KEY FOBS		150.00
Total	Communication Engineering, Inc.			150.00
	1275765 JUNE 2021	Das State Accounting - Central Finance	06/30/2021	232.49
01 2580 351 001		DISTANT LEARNING		232.49
Total	Das State Accounting - Central Finance			232.49
	W69007330101	Discount School Supply	06/11/2021	199.98
01 1190 610 002		TEMPERA STICKS		199.98
Total	Discount School Supply			199.98
	21-722 / 746 / 852	Educational Service Unit #9	06/08/2021	4,230.00
01 1100 330 002 0012		CHIPPS - KAGAN		100.00
01 1100 330 002 0025		CRISWELL - KAGAN		100.00
01 1200 330 002 0032		KUEHN - KAGAN		100.00
01 1100 330 002 0018		MAY - KAGAN		100.00
01 1100 330 002 0024		TOMPKIN - KAGAN		100.00
01 1100 330 002 0027		GERDES - KAGAN		100.00
01 1100 330 001 0004		HARTMAN - KAGAN		100.00
01 1100 330 001 0010		BENTON - SUMMER SCIENCE		50.00
01 1100 330 001 0001		ANDERSON - STUDENT ENGAGEMENT		30.00
01 1100 330 001 0011		DEWITT - STUDENT ENGAGEMENT		30.00
01 1100 340 002		INSTRUCTIONAL COACHING		3,800.00
01 1100 340 002		INSTRUCTIONAL COACHING DISCOUNT		(380.00)
	21-810	Educational Service Unit #9	06/24/2021	739.68
01 2141 591 002		LMHP SA		721.19
01 2142 591 002		LMHP B5		18.49

Training

Pre K

07/09/2021 03:49 PM

Posted - All; Processing Month 07/2021

User ID: DJK

PO Number	Invoice Number	Vendor Name	Invoice Date	User ID: DJK
Account Number		Detail Description	Amount	Amount
	21-828	Educational Service Unit #9	06/28/2021	16,109.04
01 2151 591 002		SPEECH SA	11,672.96	
01 2141 591 002		CONSULTANT SA	222.54	
01 1292 591 002		HOME BASE 0-2	286.37	
01 2152 591 002		SPEECH B5	1,494.36	
01 1200 591 002		SRS	901.00	
01 2141 591 002		PSYCH CL SA	596.16	
01 2142 591 002		PSYCH B5	726.79	
01 2151 591 002		SPEECH CL SA	208.86	
Total Educational Service Unit #9			21,078.72	
	CANVAS0110	EDUCATIONAL SERVICE UNIT NO. 2	07/08/2021	30.00
01 1100 340 001		KENESAW CANVAS	30.00	
Total EDUCATIONAL SERVICE UNIT NO. 2			30.00	
	POWERSCHOOL CONF	ESU 10	06/02/2021	100.00
01 2510 890 000		JAN - PS TRAINING	100.00	
Total ESU 10			100.00	
	10730419	Glenwood Telephone	06/30/2021	5.95
01 2510 735 000		BKKPR BACKUP SYSTEM	5.95	
Total Glenwood Telephone			5.95	
	IN52391	Gopher	06/17/2021	187.08
01 1100 610 002		ELEM. RECESS BALLS	187.08	
Total Gopher			187.08	
	300113581	Hastings Tribune, The	05/06/2021	53.60
01 2510 540 000		MEETING NOTICE	3.60	
01 2510 540 000		RETIREMENT	50.00	
Total Hastings Tribune, The			53.60	
	22795450 JUNE 2021	HOMETOWN LEASING	06/18/2021	872.18
01 2510 442 000		COPIER LEASE	872.18	
Total HOMETOWN LEASING			872.18	
	1200 JUNE 21	Kenesaw Market	06/30/2021	65.05
01 1200 610 001		SPED COOKING CLASS	65.05	
	3299 JUNE 21	Kenesaw Market	06/30/2021	4.56
01 2610 610 000		LIGHT BULBS	4.56	
Total Kenesaw Market			69.61	
	2749500621	Lakeshore	06/16/2021	561.18
01 1190 610 002		TOUCH BRD/SENSORY MAT/TABLE	561.18	
Total Lakeshore			561.18	
	51816542	Matheson Tri-Gas Inc.	06/30/2021	57.80
01 1100 440 001 1430		TANK RENTAL Shop	57.80	
Total Matheson Tri-Gas Inc.			57.80	
	17838	Menards - Hastings	06/07/2021	43.07

07/09/2021 03:49 PM

Posted - All; Processing Month 07/2021

User ID: DJK

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
01 2610 430 000	18549	CARPET SHAMPOO/ SCREWS/ PIPE		43.07
01 2610 420 000		Menards - Hastings	06/21/2021	132.70
	18884	REPAIR FENCES		132.70
01 2610 430 000		Menards - Hastings	06/28/2021	248.84
Total Menards - Hastings		MISC. WALL / FLOOR REPAIR		248.84
				<u>424.61</u>
	134313	Midwest Floor Specialists	06/25/2021	385.10
01 2610 610 000		FLOOR PADS/MOPS		385.10
Total Midwest Floor Specialists				<u>385.10</u>
		TRACTOR SUPPLY		
		Pritchard, Mike	06/21/2021	171.11
01 2610 420 000		FENCE POST		171.11
Total Pritchard, Mike				<u>171.11</u>
	7596868	Really Good Stuff, Inc.	06/16/2021	223.92
01 1100 610 002		3RD GRADE SUPPLIES		223.92
Total Really Good Stuff, Inc.				<u>223.92</u>
		EMPLOYEE TRAINING		
		Roe, Chuck	06/02/2021	45.00
01 2120 890 001		POWERSCHOOL PRESENTATION		45.00
Total Roe, Chuck				<u>45.00</u>
	IN000553484	School Mate	06/25/2021	247.50
01 1100 610 002		ELEM. PLANNERS		247.50
	IN000553494	School Mate	06/25/2021	152.00
01 1100 610 002		ELEM. PLANNERS		152.00
Total School Mate				<u>399.50</u>
	208127684940	School Specialty, LLC	06/29/2021	194.28
01 1190 610 002		SEASIDE SAND KITS <u>PRE K</u>		194.28
Total School Specialty, LLC				<u>194.28</u>
	2543787	SFM	06/01/2021	1,827.00
01 2610 520 000		WORK COMP INSURANCE		1,827.00
Total SFM				<u>1,827.00</u>
	1060-6	Sherwin Williams	06/03/2021	41.27
01 2610 430 000		ICE CUBE PAINT		41.27
	1860-9	Sherwin Williams	06/28/2021	837.78
01 2610 430 000		CURB PAINT RED, YELLOW, WHITE		837.78
Total Sherwin Williams				<u>879.05</u>
	8182295274	Shred It Omaha	06/30/2021	434.73
01 2510 890 000		SHREDDING		434.73
Total Shred It Omaha				<u>434.73</u>
	11312001 JUNE 2021	Southern Power District	06/30/2021	4,721.36
01 2610 621 000		ELECTRICAL SERVICE		4,721.36
Total Southern Power District				<u>4,721.36</u>

07/09/2021 03:49 PM

Posted - All; Processing Month 07/2021

User ID: DJK

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
	2021-2022 ACCIDENT I	Student Assurance Services In	06/30/2021	663.50
01 1100 890 001		STUDENT ACCIDENT INSURANCE		331.75
01 1100 890 002		STUDENT ACCIDENT INSURANCE		331.75
Total	Student Assurance Services In			663.50
	394220	Studies Weekly	06/17/2021	228.20
01 1100 640 002		STUDIES WEEKLY <i>4-6 grades</i>		228.20
Total	Studies Weekly			228.20
	445377533435	Synchrony Bank/Amazon	06/11/2021	20.00
01 2510 610 000		COFFE FILTER		20.00
	457643553984	Synchrony Bank/Amazon	05/24/2021	39.98
01 2610 430 000		SEAFLO 12V PUMP		39.98
	943368553363	Synchrony Bank/Amazon	06/10/2021	253.42
01 1190 610 002		PRE K MATS/BATTS/PADS		253.42
	966563985858	Synchrony Bank/Amazon	06/17/2021	204.00
01 1100 640 002		SCIENCE WRKBKS		204.00
	FEES JUNE	Synchrony Bank/Amazon	06/30/2021	35.00
01 1100 610 002		FEES		35.00
	INTEREST JUNE	Synchrony Bank/Amazon	06/30/2021	59.89
01 1100 610 002		INTEREST FEES		28.06
01 1100 610 002		INTEREST FEES		31.83
Total	Synchrony Bank/Amazon			612.29
	Q-115629	Teaching Strategies	07/01/2021	250.95
01 1190 734 002		<i>Pre K</i> NEport GOLD ASSESSMENTS		250.95
Total	Teaching Strategies			250.95
	0407	TECHNIK ELECTRIC LLC	05/30/2021	1,039.67
01 2610 430 000		GYM LIGHTS REPAIR		1,039.67
Total	TECHNIK ELECTRIC LLC			1,039.67
	126142	TILLEY SPRINKLERS & LANDSCAPING	06/22/2021	463.75
01 2610 420 000		SPRINKLER REPAIRS		463.75
Total	TILLEY SPRINKLERS & LANDSCAPING			463.75
	253787	Time Management Systems	06/30/2021	143.35
01 2510 643 000		TMS		143.35
Total	Time Management Systems			143.35
	STORAGE UNIT MAY/JUN	TOWER STORAGE	06/06/2021	90.00
01 2520 441 000		STORAGE UNIT MAY		45.00
01 2520 441 000		STORAGE UNIT JUNE		45.00
Total	TOWER STORAGE			90.00
	7662	TRADE WELL PALLET INC.	06/30/2021	260.00
01 1190 450 002		<u>PRE K WOOD CHIPS</u>		260.00
Total	TRADE WELL PALLET INC.			260.00
	758821 PLANBOOK	Us Bank	06/08/2021	364.50
01 1100 610 002		ELEM. TEACHERS PLANBK		182.25

07/09/2021 03:49 PM

Posted - All; Processing Month 07/2021

User ID: DJK

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
01 1100 610 001		HS TEACHERS PLANBK		182.25
	ADOBE - CHUCK	Us Bank	05/31/2021	15.81
01 2120 735 001		ADOBE CHUCK		15.81
	ADOBE - DEB	Us Bank	05/27/2021	15.81
01 2510 650 000		ADOBE DEB		15.81
	KENDALL HUNT ELEM	Us Bank	05/31/2021	207.33
01 1100 640 002		ELEM BKS		207.33
	MUSHROOM CLOUD	Us Bank SPEECH SCRIPTS	06/17/2021	50.19
01 1100 735 001		SPEECH SCRIPTS DOWNLOAD		50.19
Total Us Bank				<u>653.64</u>
	1316001 JUNE 2021	Village Of Kenesaw	06/30/2021	1,400.43
01 2610 490 000		GARBAGE		147.50
01 2610 490 000		GARBAGE		30.00
01 2610 621 000		SEWER		192.92
01 2610 621 000		SEWER		76.15
01 2610 410 000		WATER		169.12
01 2610 410 000		WATER		49.25
01 2610 410 000		WATER		9.75
01 2610 410 000		WATER		111.02
01 2610 410 000		WATER		583.57
01 2610 621 000		SEWER		31.15
Total Village Of Kenesaw				<u>1,400.43</u>
	3893662	Voyager Sopris Learning	06/18/2021	111.83
01 1200 640 002		SPED REWARDS TESTING		111.83
Total Voyager Sopris Learning				<u>111.83</u>
Fund Number 01				<u>40,237.02</u>
Checking Account ID 1				<u>40,237.02</u> GF
Checking Account ID 5	Fund Number 05	ACTIVITY FUND		
153177-11	AAA Party and Event		04/17/2021	693.10
05 2520 610 000 2022	<u>PROM LINENS</u>			693.10
Total AAA Party and Event				<u>693.10</u>
	G16834	Computer Hardware - Kearney	06/11/2021	20.00
05 2520 610 000 4724		NOT REPAIRABLE		20.00
	G16835	Computer Hardware - Kearney	06/11/2021	20.00
05 2520 610 000 4724		NOT REPAIRABLE		20.00
Total Computer Hardware - Kearney				<u>40.00</u>
	VAR. VB CAMP	FUTURE STARS CAMP	07/08/2021	100.00
05 2520 610 000 3669		<u>KENESAW VB CAMP</u> VB ACCT		100.00
Total FUTURE STARS CAMP				<u>100.00</u>
	VB LEAGUE FEE 2021	Jeffrey, Alyssa	07/08/2021	45.00
05 2520 610 000 3669		<u>VB LEAGUE FEE</u> VB Acct		45.00
Total Jeffrey, Alyssa				<u>45.00</u>

PO Number	Invoice Number	Vendor Name	Invoice Date	Amount
Account Number		Detail Description		Amount
	1236722 final	Jostens Inc	06/16/2021	2,229.96
05 2520 610 000 0500		FINAL PAYMENT YRBK 2021		2,229.96
	N002927335	Jostens Inc	06/09/2021	167.45
05 2520 610 000 0100		CHENILLE LETTERS		167.45
Total	Jostens Inc			2,397.41
	FFA COLT REGISTRATIO	Kenesaw Public School - General Fund	06/14/2021	480.00
05 2520 610 000 0332		FFA REGISTRATION REIMB.		480.00
Total	Kenesaw Public School - General Fund			480.00
	AAH750519-AX02	Lou's Sporting Goods	06/21/2021	1,360.00
05 2520 610 000 0100		3 - FB HELMETS		1,360.00
Total	Lou's Sporting Goods			1,360.00
	JV VB CAMP	MINDEN VOLLEYBALL	07/08/2021	80.00
05 2520 610 000 3669		JV VB CAMP <i>VB Acct</i>		80.00
Total	MINDEN VOLLEYBALL			80.00
	JULY 9, 2021	RUSS'S MARKET STORE #7	07/09/2021	350.00
05 2520 610 000 7274		RUSS'S MARKET SCRIP		350.00
	KENESAW PUBLIC 07/01	RUSS'S MARKET STORE #7	07/01/2021	1,425.00
05 2520 610 000 7274		RUSS'S MARKET		1,425.00
Total	RUSS'S MARKET STORE #7			1,775.00
	ARINV-619968	Sport Decals	06/11/2021	136.80
05 2520 610 000 0100		HELMET DECALS		136.80
Total	Sport Decals			136.80
	AIRBNB.COM	Us Bank	06/09/2021	1,550.06
05 2520 610 000 3669		AIRBNB VB CAMP <i>VB Acct.</i>		1,550.06
	CHEERLEADERING	Us Bank	05/31/2021	0.00
05 2520 610 000 1535		SAMPLE UNIFORMS <i>Cheerleaders</i>		300.00
05 2520 610 000 1535		CREDIT RETURNED		(300.00)
	RISEVISION JUNE 21	Us Bank	06/16/2021	27.00
05 2520 610 000 0100		SPORTS ON LINE		27.00
	UPS SHIPPING 061721	Us Bank	06/17/2021	6.90
05 2520 610 000 3030		PACKAGE RETURNED		6.90
	UPS SHIPPING 062121	Us Bank	06/21/2021	17.99
05 2520 610 000 0100		FB HELMET TO BE PAINTED		17.99
Total	Us Bank			1,601.95
Fund Number	05			8,709.26
Checking Account ID	5			8,709.26
Checking Account ID	8	Fund Number	08	SPECIAL BUILDING
SPEC BLDG FUND REPAY		Kenesaw Public School - General Fund	06/14/2021	125,000.00
08 8000 754 000		REPAY LOAN TO GF		125,000.00

Activity

07/09/2021 03:49 PM

Posted - All; Processing Month 07/2021

User ID: DJK

PO Number

Invoice Number

Vendor Name

Invoice Date

Amount

Account Number

Detail Description

Amount

Total Kenesaw Public School - General Fund

125,000.00

Fund Number 08

125,000.00

Checking Account ID 8

125,000.00

SPEC. Bldg.

Payroll Register - Totals

Posted; Payroll Type Extra, Pay Off Contracts, Regular, Void; Processing Month 07/2021

PIK/Gross	Amount	Expense/ Employer	Adjustment Amount	Check Total	Payee ID	Payee Name
Checking Account ID: 1						
ADD						
COMPTIME Comp Time		345.70				
HRY1 Hourly		17,044.52				
OVT1 Overtime		168.27				
PERSONAL Personal		3,336.21				
SICK Sick		246.68				
STIPEND EDUCATION TRAINING/DEVELOPMENT		3,159.14				
SUB Substitute		260.00				
TICKETS Taking Tickets at Gate		25.00				
VACATION Vacation		1,846.96				
		<u>26,432.48</u>				
CONTRACT						
7THSPON 7TH GR SPONSOR		35.36				
8THSPON 8TH GRADE SPONSOR		48.67				
AD ATHLETIC DIRECTOR		456.25				
C01 Salary		147,512.15				
CHEER CHEER COACH		121.67				
COACHING Coaching		73.00				
CONCESSPON CONCESSIONS SPONSOR		73.00				
CROSSCO CROSS COUNTRY COACH		395.42				
ELEMSAT ELEMENTARY SAT CHAIR PERSON		25.00				
EXTENDCONT EXTENDED CONTRACT		284.33				
FBLASPON FBLA SPONSOR		167.29				
FFASPON FFA SPONSOR		243.33				
FRESHSPON FRESHMAN SPONSOR		48.67				
HEADBOYTRA HEAD BOYS TRACK COACH		197.71				
HEADFB HEAD FOOTBALL COACH		425.83				
HEADVOLL HEAD VOLLEYBALL COACH		425.83				
HSASSTFB HS ASSISTANT FB COACH		517.08				
HSASSTVB HS ASSISTANT VOLLEYBALL		273.75				
HSSAT HS SAT CHAIR PERSON		25.00				
JHFB JH FOOTBALL COACH		106.46				
JHVB JH VOLLEYBALL		106.46				
JUNIORSPON JUNIOR SPONSOR		139.92				
MUSICIV MUSIC I & V		304.17				
NHS NATIONAL HONOR SOCIETY SPONSOR		48.67				
QUIZBOWL QUIZ BOWL SPONSOR		73.00				
SENIORSPON SENIOR SPONSOR		63.87				
SKILLSUSA SKILL USA SPONSOR		212.92				
SOPHSPON SOPHOMORE SPONSOR		48.67				
SPEECH SPEECH SPONSOR		243.33				
STRIVTV STRIV TV SPONSOR		82.95				
STUCOSPON STUDENT COUNCIL SPONSOR		73.00				
		<u>152,852.76</u>				

26,432.48
152,852.76
 Wages 179,285.24
 Deductions 58,893.63
\$120,391.61

DEDUCTION						
AFLAC AFLAC Insurance	28,458.37	431.21		(115.18)	316.03	AFLAC AFLAC of Columbus
DAYCARE Day Care	6,250.00	416.67			416.67	KENECRAFT Kenesaw Public School
DENTAL Pre-Tax Dental	135,026.97	918.58	886.20	1,775.24	3,580.02	BCBS Bluecrossblue Shield Of Nebraska A
HEALTH Health	141,693.60		46,884.58	3,559.42	50,444.00	BCBS Bluecrossblue Shield Of Nebraska A
MEDEXP Med Exp-Flex	41,107.73	1,368.34			1,368.34	KENECRAFT Kenesaw Public School
TSAHARTPRE TSAHartford No	12,990.49	3,450.00	516.67		3,966.67	HARTFO Mass Mutual Financial Group

Payroll Register - Totals

Posted; Payroll Type Extra, Pay Off Contracts, Regular, Void; Processing Month 07/2021

	<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>	
TSAHARTPST TSAHartford Tax	22,548.02	2,350.00	100.00		2,450.00	HARTFO	Mass Mutual Financial Group	
RET DEDUCTION		8,934.80	48,387.45	5,219.48	62,541.73			
NPERS RETIREMENT	172,605.02	16,880.79	17,049.57		33,930.36	KENERET	Kenesaw Public School Retirement	
TAX		16,880.79	17,049.57	0.00	33,930.36			
FIT FIT	155,819.65	13,375.06			13,375.06	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
FUTA FUTA	162,328.53							
MEDICARE MEDICARE	176,150.44	2,554.20	2,554.20		5,108.40	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
SITNE SIT NE	155,819.65	6,227.44			6,227.44	SITNE	NEBRASKA DEPARTMENT OF REVENUE	A
SOCSEC SOC SEC	176,150.44	10,921.34	10,921.34		21,842.68	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
SUTANE SUTA NE	155,819.65							
WCNE WORK COMP NE	179,209.32							
		33,078.04	13,475.54	0.00	46,553.58			

58,893.63

143,025.67 wages Deductions
Net Pay: 120,391.61 143,025.67
Cash Total: 263,417.28

Non - FIT Taxable Deductions	23,465.59
Non - SIT Taxable Deductions	23,465.59
Non - SOC SEC Taxable Deductions	6,584.80
Non - MEDICARE Taxable Deductions	6,584.80
Direct Deposits	118,858.64
Automatic Payments	100,577.60
Adds + Contracts + Deduction Adds	179,285.24

Payroll Register - Totals

Posted; Payroll Type Extra, Pay Off Contracts, Regular, Void; Processing Month 07/2021

<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>
Checking Account ID: 6						
DEDUCTION						
DENTAL Pre-Tax Dental		29.54	59.08	88.62	BCBS	Bluecrossblue Shield Of Nebraska A
HEALTH Health		1,832.60	1,862.14	3,694.74	BCBS	Bluecrossblue Shield Of Nebraska A
		1,862.14	1,921.22	3,783.36		
				Net Pay:	0.00	
				Cash Total:	3,783.36	
Non - FIT Taxable Deductions	0.00					
Non - SIT Taxable Deductions	0.00					
Non - SOC SEC Taxable Deductions	0.00					
Non - MEDICARE Taxable Deductions	0.00					
Direct Deposits	0.00					
Automatic Payments	3,783.36					

overpd will deduct in Aug.

Expenditure Report by Function/Object - Summary

07/09/2021 04:04 PM

Regular: Processing Month 07/2021

User ID: DJK

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/P Outstanding	P/O Outstanding	Unencumbered Balance
6967	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6969	12,115.00	0.00	0.00	0.00	12,115.00	0.00	0.00	12,115.00
6992	23,913.00	0.00	13,938.08	58.29	9,974.92	0.00	0.00	9,974.92
6996	15,000.00	0.00	23,732.87	158.22	(8,732.87)	0.00	0.00	(8,732.87)
8000	175,000.00	0.00	60,000.00	34.29	115,000.00	0.00	0.00	115,000.00
9000	0.00	0.00	1,115.74	0.00	(1,115.74)	0.00	0.00	(1,115.74)
9002	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9003	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9999	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01	4,717,330.00	298,434.82	3,989,402.69	84.57	727,927.31	0.00	0.00	727,927.31

07/09/2021 04:04 PM

Function Number

Expenditure Report by Function/Object - Summary

Regular: Processing Month 07/2021

Function Number	Object	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/P Outstanding	P/O Outstanding	Unencumbered Balance
02	DEPRECIATION								
2520	PURCHASING, WAREHOUSING AND DISTRIB	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2900	DEPRICIATION FUND DISBURSEMENTS	0.00	0.00	103,094.49	0.00	(103,094.49)	0.00	0.00	(103,094.49)
4700	BUILDING IMPROVEMENTS	0.00	0.00	168,948.19	0.00	(168,948.19)	0.00	0.00	(168,948.19)
02	DEPRECIATION	0.00	0.00	272,042.68	0.00	(272,042.68)	0.00	0.00	(272,042.68)

05 ACTIVITY FUND
 2820 PURCHASING, WAREHOUSING AND DISTRIB
 05 ACTIVITY FUND

Expenditure Report by Function/Object -
 Summary

Regular: Processing Month 07/2021

Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/P Outstanding	P/O Outstanding	Unencumbered Balance
0.00	8,709.26	195,074.22	0.00	(195,074.22)	0.00	0.00	(195,074.22)
0.00	8,709.26	195,074.22	0.00	(195,074.22)	0.00	0.00	(195,074.22)

07/09/2021 04:04 PM

Function Number

Expenditure Report by Function/Object - Summary

Regular, Processing Month 07/2021

User ID: DJK

06 NUTRITION FUND
 3100 FOOD SERVICES OPERATIONS
 6996 CARES ACTIERSERS FUNDS
 06 NUTRITION FUND

Function Number	Object	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/P Outstanding	P/O Outstanding	Unencumbered Balance
06	NUTRITION FUND	194,400.00	1,862.14	190,791.03	98.14	3,608.97	0.00	0.00	3,608.97
3100	FOOD SERVICES OPERATIONS	0.00	0.00	2,139.49	0.00	(2,139.49)	0.00	0.00	(2,139.49)
6996	CARES ACTIERSERS FUNDS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06	NUTRITION FUND	194,400.00	1,862.14	192,930.52	98.24	1,469.48	0.00	0.00	1,469.48

Expenditure Report by Function/Object -
Summary

07/09/2021 04:04 PM

Regular, Processing Month 07/2021

User ID: DJK

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/P Outstanding	P/O Outstanding	Unencumbered Balance
07	BOND FUND								
5000	DEBT SERVICES	0.00	0.00	313,323.25	0.00	(313,323.25)	0.00	0.00	(313,323.25)
8000	TRANSFERS (OUTGOING)	0.00	0.00	(0.29)	0.00	0.29	0.00	0.00	0.29
07	BOND FUND	0.00	0.00	313,322.96	0.00	(313,322.96)	0.00	0.00	(313,322.96)

07/09/2021 04:04 PM

Function Number

Expenditure Report by Function/Object - Summary

Regular: Processing Month 07/2021

User ID: DJK

08	SPECIAL BUILDING
4700	BUILDING IMPROVEMENTS
8000	TRANSFERS (OUTGOING)
08	SPECIAL BUILDING

Function Number	Object	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/P Outstanding	P/O Outstanding	Unencumbered Balance
08	SPECIAL BUILDING	0.00	0.00	188,595.19	0.00	(188,595.19)	0.00	0.00	(188,595.19)
4700	BUILDING IMPROVEMENTS	0.00	125,000.00	125,000.00	0.00	(125,000.00)	0.00	0.00	(125,000.00)
8000	TRANSFERS (OUTGOING)	0.00	125,000.00	313,595.19	0.00	(313,595.19)	0.00	0.00	(313,595.19)
08	SPECIAL BUILDING	0.00	125,000.00	313,595.19	0.00	(313,595.19)	0.00	0.00	(313,595.19)

Expenditure Report by Function/Object -
Summary

Regular; Processing Month 07/2021

Revised Budget	Expended During Month	Expnditures to Date	% of Budget	Balance at EOM	A/P Outstanding	P/O Outstanding	Unencumbered Balance
4,911,730.00	434,006.22	5,276,368.26	107.42	(364,638.26)	0.00	0.00	(364,638.26)

Activity Fund Balance Report - Detail - Include Encumbrances
07/2021 - 07/2021

Regular; Beginning Month 07/2021; Processing Month 07/2021; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description		Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check #	Description						
05 704 0100				ATHLETICS						16,356.19
				*Previous Balance						
05 704 0100				ATHLETICS						
05 2520 610 000 0100	CD	RISEVISION	5	SPORTS ON LINE	27.00	0.00	0.00	0.00		
07/12/2021		JUNE 21		Us Bank						
07/12/2021	CD	AAH750519-AX02	5	Lou's Sporting Goods	1,360.00	0.00	0.00	0.00		
07/12/2021	CD	ARINW-619968	5	Sport Decals	136.80	0.00	0.00	0.00		
07/12/2021	CD	UPS SHIPPING 082121	5	Us Bank	17.99	0.00	0.00	0.00		
07/12/2021	CD	N002927335	5	Josiens Inc	167.45	0.00	0.00	0.00		
05 704 0100				ATHLETICS						(1,709.24)
				*Current Activity						
				*Ending Balance:	1,709.24	0.00	0.00	0.00	0.00	14,646.95
				*Previous Balance						8,748.38
05 704 0332				FFA / AG						
05 704 0332				FFA / AG						
05 2520 610 000 0332	CD	FFACOLI	5	FFA REGISTRATION REIMB.	480.00	0.00	0.00	0.00		
07/12/2021	CD	REGISTRATIO		Kenesaw Public School - General Fund						
05 704 0332				FFA / AG						(480.00)
				*Current Activity						
				*Ending Balance:	480.00	0.00	0.00	0.00	0.00	8,268.38
				*Previous Balance						501.77
05 704 0500				ANNUAL						
05 704 0500				ANNUAL						
05 2520 610 000 0500	CD	1236722 final	5	FINAL PAYMENT YRIBK 2021	2,229.98	0.00	0.00	0.00		
07/12/2021	CD			Josiens Inc						
05 704 0500				ANNUAL						(2,229.98)
				*Current Activity						
				*Ending Balance:	2,229.98	0.00	0.00	0.00	0.00	(1,728.19)
				*Previous Balance						6,849.96
05 704 0520				NATIONAL HONOR SOCIETY						
05 704 0520				NATIONAL HONOR SOCIETY						
05 2520 610 000 0520	CD		5	STUDENT COUNCIL	0.00	0.00	0.00	0.00		
07/12/2021	CD									
05 704 0520				STUDENT COUNCIL						6,849.96
				*Ending Balance:	0.00	0.00	0.00	0.00	0.00	1,887.31
				*Previous Balance						6,573.83
05 704 0530				STUDENT COUNCIL						
05 704 0530				STUDENT COUNCIL						
05 2520 610 000 0530	CD		5	Class of 2011	0.00	0.00	0.00	0.00		
07/12/2021	CD									
05 704 0530				Class of 2011						(1,069.30)
				*Ending Balance:	0.00	0.00	0.00	0.00	0.00	6,573.83
				*Previous Balance						(1,069.30)
05 704 1080				Class of 2011						
05 704 1080				Class of 2011						
05 2520 610 000 1080	CD		5	BAND	0.00	0.00	0.00	0.00		
07/12/2021	CD									
05 704 1080				BAND						38.68
				*Ending Balance:	0.00	0.00	0.00	0.00	0.00	38.68
				*Previous Balance						271.96
05 704 1510				DRAMATICS						
05 704 1510				DRAMATICS						
05 2520 610 000 1510	CD		5	LIBRARY	0.00	0.00	0.00	0.00		
07/12/2021	CD									
05 704 1510				LIBRARY						271.96
				*Ending Balance:	0.00	0.00	0.00	0.00	0.00	1,520.38
				*Previous Balance						

Regular: Beginning Month 07/2021; Processing Month 07/2021; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description		Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description					
05 704 1530					DANCE SQUAD				0.00	1,520.38
									0.00	1,926.71
									0.00	1,926.71
05 704 1535					CHEERLEADER				0.00	1,926.71
05 2520 610 000 1535					Cheerleader				0.00	1,926.71
07/12/2021	CD	CHEERLEADER 5		12246	SAMPLE UNIFORMS	300.00	0.00	0.00	0.00	1,926.71
07/12/2021	CD	CHEERLEADER 5		12246	CREDIT RETURNED	(300.00)	0.00	0.00	0.00	1,926.71
05 704 1535					CHEERLEADER				0.00	0.00
									0.00	1,131.59
									0.00	(1,768.51)
									0.00	(1,768.51)
05 704 2015					Class of 2015				0.00	(659.26)
									0.00	(659.26)
									0.00	(1,771.16)
05 704 2017					Class of 2017				0.00	(1,771.16)
									0.00	0.00
									0.00	0.00
05 704 2020					CLASS OF 2020				0.00	0.00
									0.00	799.28
									0.00	799.28
05 704 2021					CLASS OF 2021				0.00	5,251.13
									0.00	4,558.03
05 704 2022					CLASS OF 2022				0.00	4,807.96
05 2520 610 000 2022					CLASS OF 2022				0.00	4,807.96
07/12/2021	CD	153177-11		5	PROM LINENS	693.10	0.00	0.00	0.00	(693.10)
05 704 2022					CLASS OF 2022				0.00	4,558.03
									0.00	4,807.96
									0.00	4,807.96
05 704 2023					CLASS OF 2023				0.00	4,709.51
									0.00	4,709.51
05 704 2024					CLASS OF 2024				0.00	4,709.51
									0.00	1,630.53
05 704 2025					CLASS OF 2025				0.00	1,630.53
									0.00	2,226.40
05 704 2026					CLASS OF 2026				0.00	2,226.40
									0.00	2,226.40

Regular: Beginning Month 07/2021; Processing Month 07/2021; Accounts to Include Accounts with Activity: Fund Number 05

Fund: 05 ACTIVITY FUND

Chart of Account Number	Chart of Account Description	Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
05 704 2520	SHOP	*Previous Balance	0.00	0.00	0.00	0.00	0.00	1,445.19
		*Ending Balance:						1,445.19
05 704 2530	FBLA	*Previous Balance	0.00	0.00	0.00	0.00	0.00	2,902.45
		*Ending Balance:						2,902.45
05 704 2662	CONCESSIONS	*Previous Balance	0.00	0.00	0.00	0.00	0.00	(3,939.43)
		*Ending Balance:						(3,939.43)
05 704 2874	BUSINESS/ACCOUNT	*Previous Balance	0.00	0.00	0.00	0.00	0.00	189.06
		*Ending Balance:						189.06
05 704 3020	PROJ. DC CLASS OF 2020	*Previous Balance	0.00	0.00	0.00	0.00	0.00	4,964.20
		*Ending Balance:						4,964.20
05 704 3021	PROJ. DC CLASS OF 2021	*Previous Balance	0.00	0.00	0.00	0.00	0.00	0.00
		*Ending Balance:						0.00
05 704 3022	PROJ. DC CLASS OF 2022	*Previous Balance	0.00	0.00	0.00	0.00	0.00	13,263.50
		*Ending Balance:						13,263.50
05 704 3023	PROJ DC CLASS OF 2023	*Previous Balance	0.00	0.00	0.00	0.00	0.00	0.00
		*Ending Balance:						0.00
05 704 3030	MISCELLANEOUS	*Current Activity	6.90	0.00	0.00	0.00	0.00	(6.90)
		*Ending Balance:						14,847.95
05 704 3030	MISCELLANEOUS	*Previous Balance	0.00	0.00	0.00	0.00	0.00	2,325.75
		*Ending Balance:						2,325.75
05 704 3030	MISCELLANEOUS	*Current Activity	6.90	0.00	0.00	0.00	0.00	(6.90)
		*Ending Balance:						14,847.95
05 704 3035	POP MACHINE	*Previous Balance	0.00	0.00	0.00	0.00	0.00	2,325.75
		*Ending Balance:						2,325.75
05 704 3040	QUEST	*Previous Balance	0.00	0.00	0.00	0.00	0.00	(41.51)
		*Ending Balance:						(41.51)
05 704 3429	EHA WELLNESS ACCOUNT	*Previous Balance	0.00	0.00	0.00	0.00	0.00	2,131.23
		*Ending Balance:						2,131.23
05 704 3536	ELEMENTARY T-SHIRTS	*Previous Balance	0.00	0.00	0.00	0.00	0.00	78.00
		*Ending Balance:						78.00
05 704 3668	FOOTBALL FUNDRAISING	*Previous Balance	0.00	0.00	0.00	0.00	0.00	2,310.64
		*Ending Balance:						2,310.64
05 704 3669	VOLLEYBALL	*Previous Balance	0.00	0.00	0.00	0.00	0.00	6,913.36
		*Ending Balance:						6,913.36

Batch Description: GERNERAL FUND JUNE 2021
Checking Account: 1

GENERAL FUND CHECKING

Processing Month: 06/2021

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	06/30/2021	2,882,496.47

Outstanding Automatic Payments

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
40	NEBRASKA DEPARTMENT OF REVENUE	06/14/2019	4,279.62
43	NEBRASKA DEPARTMENT OF REVENUE	07/15/2019	4,875.61
56	NEBRASKA DEPARTMENT OF REVENUE	12/13/2019	5,894.96
Total:			15,050.19

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
29336	Sharidan Erb	07/14/2017	43.34
31977	Kenesaw Public School Retirement	12/15/2020	4,262.05
32136	The Grand Island Independent	03/15/2021	331.55
32271	Jim Arrowood	06/14/2021	34.72
32288	The Grand Island Independent	06/14/2021	49.94
32299	TROY LEGG	06/14/2021	75.36
32310	STROBL AUTO REPAIR - (29001)	06/14/2021	62.65
Total:			4,859.61

Outstanding Deposits and Manual Journal Entries

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	November 2019 Missed Revenue Receipts	11/15/2018	(35.56)
	CORRECTION TO 08/15/20 ENTRY Receipts	08/15/2020	(27,358.00)
	Correction: Adjust Posted Entry	09/21/2020	(106.59)
	Correction: Adjust Posted Entry	09/08/2020	(452.33)
	Correction: Adjust Posted Entry	09/08/2020	(772.25)
	Correction: Adjust Posted Entry	09/21/2020	(62.43)
	Correction: Adjust Posted Entry	09/10/2020	(48.95)
	Correction: Adjust Posted Entry	09/10/2020	(28.67)
SIT Taxes	Error in Posting State Taxes	01/09/2019	15,420.48
Total:			(13,444.30)

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
2,882,496.47	(33,354.10)	2,849,142.37	2,849,482.51	(340.14)

Cleared Automatic Payment Total: 95,162.78
 Cleared Checks Total: 188,159.59
 Cleared Direct Deposit Total:
 Cleared Void Total: 146,151.37
 Cleared Cash Receipt Total: 367,748.18
 Cleared Manual Journal Entries Total:
 Cleared Sales Journal Total:

Batch Description: BUS DEPRECIATION FUND JUNE 2021
Checking Account: 2

Processing Month: 06/2021

DEPRECIATION

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	06/30/2021	39,282.66

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
39,282.66	0.00	39,282.66	39,282.66	0.00

Cleared Automatic Payment Total:
Cleared Checks Total:
Cleared Direct Deposit Total:
Cleared Void Total:
Cleared Cash Receipt Total: 1.61
Cleared Manual Journal Entries Total:
Cleared Sales Journal Total:

Batch Description: ACTIVITY FUND JUNE 2021 **Processing Month: 06/2021**
Checking Account: 5 **ACTIVITY FUND**

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	06/30/2021	182,698.91
<u>Outstanding Checks</u>			
<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
88	Kenesaw Public School-Activity Fund	01/28/2021	633.57
10157	Chuck Roe	10/14/2016	75.34
10308	Kenesaw Booster Club	01/23/2017	6.25
10773	Preston Schnitzler	02/09/2018	85.00
11042	Sandy Creek High School	11/06/2018	50.00
11128	Tyson Burr	01/03/2019	60.00
11135	Ashland-Greenwood	01/10/2019	79.00
11150	Kenesaw Booster Club	01/11/2019	338.25
11229	Alisha Hellner	02/28/2019	26.00
11347	Chuck Roe	05/15/2019	42.98
12031	AURORA PUBLIC SCHOOL	02/05/2021	87.00
12143	Menards - Hastings	04/12/2021	190.40
12235	MELISSA ROSTVET	06/30/2021	947.95
	Total:		2,621.74

Outstanding Deposits and Manual Journal Entries

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	ACTIVITY FUND AUGUST 2020 REV Receipts	08/31/2020	(21,919.50)
1845	Receipt 1845	02/29/2020	64.49
1846	Receipt 1846	03/31/2020	45.34
1847	Receipt 1847	03/31/2020	(45.34)
1862	Receipt 1862	02/28/2020	315.00
1863	Receipt 1863	02/28/2020	566.00
1912	Receipt 1912	08/31/2020	1,069.30
1913	Receipt 1913	08/31/2020	95.78
1914	Receipt 1914	08/31/2020	857.40
1915	Receipt 1915	08/31/2020	1,768.51
1916	Receipt 1916	08/31/2020	659.26
1917	Receipt 1917	08/31/2020	6,113.37
1918	Receipt 1918	08/31/2020	1,771.16
1920	Receipt 1920	08/31/2020	22.00
1922	Receipt 1922	08/31/2020	(1,433.73)
1923	Receipt 1923	08/31/2020	84.16
1924	Receipt 1924	08/31/2020	(583.32)
1926	Receipt 1926	08/31/2020	(20.00)
1928	Receipt 1928	08/31/2020	160.00
1929	Receipt 1929	08/31/2020	(80.00)

Outstanding Deposits and Manual Journal Entries

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
1931	Receipt 1931	08/31/2020	44.55
1933	Receipt 1933	08/31/2020	548.00
1937	Receipt 1937	08/31/2020	(2,139.45)
1938	Receipt 1938	08/31/2020	247.75
1939	Receipt 1939	08/31/2020	70.95
1940	Receipt 1940	08/31/2020	(255.14)
1952	Receipt 1952	02/10/2020	290.82
2138	Receipt 2138	02/01/2021	506.16
2139	Receipt 2139	02/01/2021	(306.16)
2249	Receipt 2249	03/04/2021	686.50
2250	Receipt 2250	04/14/2021	1,466.00
2251	Receipt 2251	04/14/2021	430.32
2252	Receipt 2252	04/14/2021	498.50
Total:			<u> (8,401.32)</u>

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
182,698.91	(11,023.06)	171,675.85	171,902.81	(226.96)

Cleared Automatic Payment Total:

Cleared Checks Total: 15,912.67

Cleared Direct Deposit Total:

Cleared Void Total: 947.95

Cleared Cash Receipt Total: 5,130.63

Cleared Manual Journal Entries Total:

Cleared Sales Journal Total:

Batch Description: HOT LUNCH JUNE 2021

Processing Month: 06/2021

Checking Account: 6 HOT LUNCH FUND CHECKING

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	06/30/2021	44,373.51

Outstanding Automatic Payments

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
39	NEBRASKA DEPARTMENT OF REVENUE	06/14/2019	34.26
45	NEBRASKA DEPARTMENT OF REVENUE	11/15/2019	16.61
47	NEBRASKA DEPARTMENT OF REVENUE	12/13/2019	63.86
Total:			<u> 114.73</u>

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
6095	Tracy Zimmerman	05/12/2020	86.43
61131	MIKE ECKHARDT	05/11/2021	93.60
61132	Cindy Olsen	05/11/2021	247.35
61133	NATALIE REED	05/11/2021	9.00
61134	IAN SHARP	05/11/2021	2.00
61136	SOPHIE BARTMAN	05/13/2021	3.00
Total:			<u> 441.38</u>

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
44,373.51	(556.11)	43,817.40	43,817.40	0.00

Check Reconciliation Report
Batch Description 6 Records Selected

Cleared Automatic Payment Total: 438.39
 Cleared Checks Total: 5,856.58
 Cleared Direct Deposit Total:
 Cleared Void Total: 9,310.70
 Cleared Cash Receipt Total: 9,501.74
 Cleared Manual Journal Entries Total:
 Cleared Sales Journal Total:

Batch Description: BOND FUND JUNE 2021
 Checking Account: 7

BOND FUND

Processing Month: 06/2021

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	06/30/2021	304,327.26

Outstanding Deposits and Manual Journal Entries

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	CORRECTION TO JUNE ADAMS CO. TA Receipts	06/05/2020	3,956.04
1834	Reversal: Adjust Posted Entry	09/08/2020	772.25
1837	Reversal: Adjust Posted Entry	09/21/2020	106.59
1839	Reversal: Adjust Posted Entry	09/10/2020	48.95
	Total:		<u>4,883.83</u>

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
304,327.26	4,883.83	309,211.09	309,211.09	0.00

Cleared Automatic Payment Total:
 Cleared Checks Total:
 Cleared Direct Deposit Total:
 Cleared Void Total:
 Cleared Cash Receipt Total: 24,466.59
 Cleared Manual Journal Entries Total:
 Cleared Sales Journal Total:

Batch Description: SPECIAL BUILDING FUND JUNE 2021
 Checking Account: 8

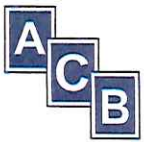
SPECIAL BUILDING

Processing Month: 06/2021

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	06/30/2021	324,198.23

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
324,198.23	0.00	324,198.23	324,198.23	0.00

Cleared Automatic Payment Total:
 Cleared Checks Total:
 Cleared Direct Deposit Total:
 Cleared Void Total:
 Cleared Cash Receipt Total: 14,845.32
 Cleared Manual Journal Entries Total:
 Cleared Sales Journal Total:



Adams County Bank

P.O. BOX 149
KENESAW, NEBRASKA 68956-0149
(402) 752-3235

P.O. BOX 187
JUNIATA, NEBRASKA 68955-0187
(402) 751-2120

ACCOUNT NUMBER

104562

+ 226.96 more than Bank

STATEMENT DATE

Jun 30, 2021

Pg 1 of 2

34

KENESAW PUBLIC SCHOOL
110 N 5TH AVE
PO BOX 129
KENESAW NE 68956-0129



Hold at Bank

ACTIVITY FUND

DATE	DESCRIPTION	CHECK NO.	AMOUNT	BALANCE
Super NOW				
06/01/2021	Beginning Balance			193,480.95
	5 Deposits/Other Credits		+	5,130.63
	34 Checks/Other Debits		-	15,912.67
06/30/2021	Ending Balance	30 Days in Statement Period		182,698.91

----- Deposits/Other Credits -----

06/08/2021	ACH Deposit			134.42
	RAISERIGHT ShopWScrip			
06/16/2021	Deposit	413		1,316.00
06/16/2021	Deposit	414		1,550.00
06/16/2021	Deposit	415		2,106.75
06/30/2021	Accr Earning Pymt	Added to Account		23.46

----- Checks listed in numerical order; (*) indicates gap in sequence -----

Check	Date	Amount	Check	Date	Amount
12134	06/02	188.00	12219	06/25	63.00
12168*	06/11	188.00	12220	06/21	2,284.00
12169	06/18	188.00	12221	06/18	554.15
12202*	06/09	50.00	12222	06/22	12.50
12204*	06/02	188.00	12223	06/24	1,130.00
12207*	06/07	583.95	12224	06/21	167.45
12209*	06/18	280.00	12225	06/28	136.00
12210	06/23	36.00	12226	06/21	204.00
12211	06/30	60.84	12227	06/22	1,083.40
12212	06/21	1,225.38	12228	06/24	196.00
12213	06/22	22.50	12229	06/23	380.23
12214	06/22	327.86	12230	06/23	1,181.37
12215	06/22	312.52	12231	06/23	45.03
12216	06/22	40.00	12232	06/16	1,455.00
12217	06/21	34.25	12233	06/23	930.00
12218	06/28	29.18			

----- Other Debits -----

06/02/2021	ACH Withdrawal			515.19
	RAISERIGHT ShopWScrip			
06/14/2021	ACH Withdrawal			222.37
	RAISERIGHT ShopWScrip			



P.O. BOX 149
 KENESAW, NEBRASKA 68956-0149
 (402) 752-3235

P.O. BOX 187
 JUNIATA, NEBRASKA 68955-0187
 (402) 751-2120

ACCOUNT NUMBER

104562

STATEMENT DATE

Jun 30, 2021

Pg 2 of 2

KENESAW PUBLIC SCHOOL

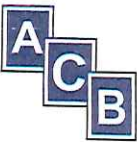
DATE	DESCRIPTION	CHECK NO.	AMOUNT	BALANCE
06/29/2021	ACH Withdrawal RAISERIGHT ShopWScrip			1,598.50 ✓

ACH 2336.06

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

----- Daily Ending Balance -----					
06/01	193,480.95	06/14	191,679.86	06/24	184,562.97
06/02	192,589.76	06/16	195,197.61	06/25	184,499.97
06/07	192,005.81	06/18	194,175.46	06/28	184,334.79
06/08	192,140.23	06/21	190,260.38	06/29	182,736.29
06/09	192,090.23	06/22	188,461.60	06/30	182,698.91
06/11	191,902.23	06/23	185,888.97		

----- Earnings Summary -----			
** Below is an itemization of the Earnings **			
** paid this period. **			
Interest Paid This Period	23.46	Annual Percentage Yield Earned	0.15 %
Interest Paid YTD	156.21	Days in Earnings Period	30
		Earnings Balance	190,305.49



Adams County Bank

P.O. BOX 149
KENESAW, NEBRASKA 68956-0149
(402) 752-3235

P.O. BOX 187
JUNIATA, NEBRASKA 68955-0187
(402) 751-2120

ACCOUNT NUMBER

163907

STATEMENT DATE

Jun 30, 2021

Pg 1 of 1

1

KENESAW PUBLIC SCHOOL
110 N 5TH AVE
PO BOX 129
KENESAW NE 68956-0129

Hold at Bank

OK

BOND ACCOUNT

DATE	DESCRIPTION	CHECK NO.	AMOUNT	BALANCE
Super NOW				
06/01/2021	Beginning Balance			279,860.67
	4 Deposits/Other Credits		+	24,466.59
	0. Checks/Other Debits		-	.00
06/30/2021	Ending Balance	30 Days in Statement Period		304,327.26

----- Deposits/Other Credits -----

06/07/2021	ACH Deposit			18,740.81
	ADAMS COUNTY TRE Disbursmnt			
06/11/2021	ACH Deposit			2,363.21
	Hall County Disbursmnt			
06/16/2021	Deposit			3,325.82
06/30/2021	Accr Earning Pymt	Added to Account		36.75

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

----- Daily Ending Balance -----

06/01	279,860.67	06/11	300,964.69	06/30	304,327.26
06/07	298,601.48	06/16	304,290.51		

----- Earnings Summary -----

** Below is an itemization of the Earnings **
 ** paid this period. **

Interest Paid This Period	36.75	Annual Percentage Yield Earned	0.15 %
Interest Paid YTD	142.35	Days in Earnings Period	30
		Earnings Balance	298,091.70





Adams County Bank

P.O. BOX 149
KENESAW, NEBRASKA 68956-0149
(402) 752-3235

P.O. BOX 187
JUNIATA, NEBRASKA 68955-0187
(402) 751-2120

ACCOUNT NUMBER

501049

STATEMENT DATE

Jun 30, 2021

Pg 1 of 1

0

KENESAW PUBLIC SCHOOL
110 N 5TH AVE
PO BOX 129
KENESAW NE 68956-0129

Hold at Bank

OK

BUS & DEPRECIATION

DATE	DESCRIPTION	CHECK NO.	AMOUNT	BALANCE
MMA NonPersonal				
06/01/2021	Beginning Balance			39,281.05
	1 Deposits/Other Credits		+	1.61 ✓
	0 Checks/Other Debits		-	.00
06/30/2021	Ending Balance	30 Days in Statement Period		39,282.66 ✓

----- Deposits/Other Credits -----
 06/30/2021 Accr Earning Pymt Added to Account 1.61 ✓

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

----- Daily Ending Balance -----
 06/01 39,281.05 06/30 39,282.66

----- Earnings Summary -----
 ** Below is an itemization of the Earnings **
 ** paid this period. **
 Interest Paid This Period 1.61 Annual Percentage Yield Earned 0.05 %
 Interest Paid YTD 13.23 Days in Earnings Period 30
 Earnings Balance 39,281.05

ENTERED



Adams County Bank

P.O. BOX 149
KENESAW, NEBRASKA 68956-0149
(402) 752-3235

P.O. BOX 187
JUNIATA, NEBRASKA 68955-0187
(402) 751-2120

ACCOUNT NUMBER

900274

STATEMENT DATE

Jun 30, 2021

Pg 1 of 1

4

KENESAW PUBLIC SCHOOL
CAFETERIA PLAN
110 N 5TH AVE
PO BOX 129
KENESAW NE 68956-0129

Hold at Bank

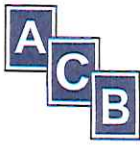
DATE	DESCRIPTION	CHECK NO.	AMOUNT	BALANCE
Reg Checking				
06/01/2021	Beginning Balance			14,147.82
	1 Deposits/Other Credits		+	1,785.01
	3 Checks/Other Debits		-	4,793.29
06/30/2021	Ending Balance	30 Days in Statement Period		11,139.54

----- Deposits/Other Credits -----				
06/16/2021	Deposit			1,785.01

----- Checks listed in numerical order; (*) indicates gap in sequence -----					
Check	Date	Amount	Check	Date	Amount
1790	06/24	1,582.42	1792	06/17	2,010.87
1791	06/22	1,200.00			

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

----- Daily Ending Balance -----					
06/01	14,147.82	06/17	13,921.96	06/24	11,139.54
06/16	15,932.83	06/22	12,721.96		



Adams County Bank

P.O. BOX 149
KENESAW, NEBRASKA 68956-0149
(402) 752-3235

P.O. BOX 187
JUNIATA, NEBRASKA 68955-0187
(402) 751-2120

ACCOUNT NUMBER

900076

+ 340.14 more than the bank

STATEMENT DATE

Jun 30, 2021

Pg 1 of 3

58

KENESAW PUBLIC SCHOOL
110 N 5TH AVE
PO BOX 129
KENESAW NE 68956-0129

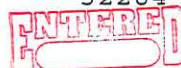
Hold at Bank

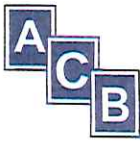
GENERAL FUND

DATE	DESCRIPTION	CHECK NO.	AMOUNT	BALANCE
Super NOW				
06/01/2021	Beginning Balance		2,916,014.17	
	11 Deposits/Other Credits	+	367,748.18	✓
	61 Checks/Other Debits	-	401,265.88	✓
06/30/2021	Ending Balance	30 Days in Statement Period	2,882,496.47	
----- Deposits/Other Credits -----				
06/07/2021	ACH Deposit		215,502.32	✓
	ADAMS COUNTY TRE Disbursmnt			
06/11/2021	ACH Deposit		26,217.17	✓
	Hall County Disbursmnt			
06/14/2021	ACH Deposit		579.23	MAC 4709 ✓
	STATE OF NE ST PAYMENT			
06/15/2021	ACH Deposit		7885	✓
	STATE OF NE ST PAYMENT		1839,718.00	FHA 4969 ✓
06/16/2021	Deposit		545.66	HL ✓
06/16/2021	Deposit		4,224.00	Jones Ins ✓
06/16/2021	Deposit		36,899.90	KC ✓
06/23/2021	ACH Deposit		25,835.00	SPED SA ✓
	STATE OF NE ST PAYMENT			
06/24/2021	ACH Deposit		25,803.00	SA 1923.00 ✓
	STATE OF NE ST PAYMENT			SPED SA 23880.00 ✓
06/30/2021	ACH Deposit		22,064.00	State Aid ✓
	STATE OF NE ST PAYMENT			
06/30/2021	Accr Earning Pymt	Added to Account	359.90	✓

----- Checks listed in numerical order; (*) indicates gap in sequence -----

Check	Date	Amount	Check	Date	Amount
3250	06/22	928.76	32274	06/22	165.00
32014	06/07	250.00	32275	06/23	140.00
32237*	06/14	186.13	32276	06/22	234.24
32245*	06/02	235.00	32277	06/22	690.15
32265*	06/18	538.47	32278	06/23	2,913.91
32266	06/23	488.80	32279	06/22	2,236.00
32267	06/16	1,785.01	32280	06/21	133.90
32269*	06/22	6,566.67	32281	06/23	232.49
32270	06/28	100.00	32282	06/21	1,316.86
32272*	06/22	49.52	32283	06/21	26.24
32273	06/21	548.69	32284	06/24	17,336.41





Adams County Bank

P.O. BOX 149
KENESAW, NEBRASKA 68956-0149
(402) 752-3235

P.O. BOX 187
JUNIATA, NEBRASKA 68955-0187
(402) 751-2120

ACCOUNT NUMBER

900076

STATEMENT DATE

Jun 30, 2021

Pg 2 of 3

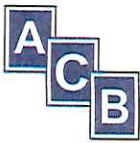
KENESAW PUBLIC SCHOOL

DATE	DESCRIPTION	CHECK NO.	AMOUNT	BALANCE
----- Checks listed in numerical order; (*) indicates gap in sequence -----				
Check	Date	Amount	Check Date	Amount
32285	06/28	762.31	32306 06/21	300.00
32286	06/21	5.95	32307 06/21	5,435.36
32287	06/22	15.00	32308 06/23	40.00
32289*	06/22	19.96	32309 06/21	3,694.64
32290	06/22	868.57	32311* 06/23	713.01
32291	06/22	17.14	32312 06/25	75.00
32292	06/24	175.69	32313 06/24	406.50
32293	06/21	872.18	32314 06/21	143.35
32294	06/18	42.95	32315 06/21	2,009.75
32295	06/22	212.00	32316 06/23	682.36
32296	06/16	2,106.75	32317 06/22	496.58
32298*	06/25	55,283.73	32318 06/23	226.09
32300*	06/22	59.26	32319 06/23	350.00
32302*	06/23	25.00	32320 06/22	3,446.89
32303	06/23	144.00	32321 06/25	215.00
32304	06/25	480.00	32322 06/21	269.00
32305	06/29	78.22		

32301
Memoranda

----- Other Debits -----			
06/01/2021	ACH Withdrawal ^{CK} #111 48689.36	1754.64	50,444.00
	BCBSNE BCBS PREM.		
06/02/2021	ACH Withdrawal		37,541.15 ✓
	RETIREMENT DEBIT RETIREMENT		
06/10/2021	ACH Withdrawal		33,843.95 ✓
	RETIREMENT DEBIT RETIREMENT		
06/15/2021	ACH Withdrawal	Nebraska Revenue Neb Epay	5,773.05 ✓
06/15/2021	ACH Withdrawal	IRS USATAXPYMT	38,945.73 ✓
06/15/2021	ACH Withdrawal	KENESAW PUBLIC S PAYROLL	117,943.51 ✓

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00



Adams County Bank

P.O. BOX 149
KENESAW, NEBRASKA 68956-0149
(402) 752-3235

P.O. BOX 187
JUNIATA, NEBRASKA 68955-0187
(402) 751-2120

ACCOUNT NUMBER

104448

STATEMENT DATE

Jun 30, 2021

Pg 1 of 2

8

KENESAW PUBLIC SCHOOL
110 N 5TH AVE
PO BOX 129
KENESAW NE 68956-0129

Hold at Bank

SCHOOL LUNCH

DATE	DESCRIPTION	CHECK NO.	AMOUNT	BALANCE
Super NOW				
06/01/2021	Beginning Balance			42,590.26
	3 Deposits/Other Credits		+	9,501.74 ✓
	10 Checks/Other Debits		-	7,718.49
06/30/2021	Ending Balance	30 Days in Statement Period		44,373.51

----- Deposits/Other Credits -----				
06/17/2021	ACH Deposit			✓ 8,317.25 ✓
	STATE OF NE	ST PAYMENT		
06/18/2021	Deposit			1,182.69 ✓
06/30/2021	Accr Earning Pymt	Added to Account		1.80 ✓

----- Checks listed in numerical order; (*) indicates gap in sequence -----					
Check	Date	Amount	Check	Date	Amount
	06/07	50.85		06/24	146.21
	06/17	854.78	61139	06/16	545.66
	06/18	957.64	61142*	06/22	717.20
	06/22	2,584.24			

----- Other Debits -----				
06/15/2021	ACH Withdrawal	Nebraska Revenue Neb Epay		8.09 ✓
06/15/2021	ACH Withdrawal	IRS	USATAXPYMT	430.31 ✓
06/15/2021	ACH Withdrawal	KENESAW PUBLIC S PAYROLL		1,423.51 ✓

6/11/21
61113

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

----- Daily Ending Balance -----					
06/01	42,590.26	06/16	40,131.84	06/22	44,517.92
06/07	42,539.41	06/17	47,594.31	06/24	44,371.71
06/15	40,677.50	06/18	47,819.36	06/30	44,373.51



ENTERED



P.O. BOX 149
 KENESAW, NEBRASKA 68956-0149
 (402) 752-3235

P.O. BOX 187
 JUNIATA, NEBRASKA 68955-0187
 (402) 751-2120

ACCOUNT NUMBER

152462

STATEMENT DATE

Jun 30, 2021

Pg 1 of 1

0

KENESAW PUBLIC SCHOOL
 REIMBURSEMENT ACCOUNT
 110 N 5TH AVE
 PO BOX 129
 KENESAW NE 68956-0129

Hold at Bank

DATE	DESCRIPTION	CHECK NO.	AMOUNT	BALANCE
Super NOW				
06/01/2021	Beginning Balance			5,988.72
	1 Deposits/Other Credits		+	.25 ✓
	0 Checks/Other Debits		-	.00
06/30/2021	Ending Balance	30 Days in Statement Period		5,988.97 ✓

----- Deposits/Other Credits -----				
06/30/2021	Accr Earning Pymt	Added to Account		0.25 ✓

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

----- Daily Ending Balance -----			
06/01	5,988.72	06/30	5,988.97

----- Earnings Summary -----			
** Below is an itemization of the Earnings **			
** paid this period. **			
Interest Paid This Period	0.25	Annual Percentage Yield Earned	0.05 %
Interest Paid YTD	1.39	Days in Earnings Period	30
		Earnings Balance	5,988.72



Adams County Bank

P.O. BOX 149
KENESAW, NEBRASKA 68956-0149
(402) 752-3235

P.O. BOX 187
JUNIATA, NEBRASKA 68955-0187
(402) 751-2120

ACCOUNT NUMBER

900134

STATEMENT DATE

Jun 30, 2021

Pg 1 of 1

1

KENESAW PUBLIC SCHOOL
110 N 5TH AVE
PO BOX 129
KENESAW NE 68956-0129

Hold at Bank

on

SPECIAL BLDG

DATE	DESCRIPTION	CHECK NO.	AMOUNT	BALANCE
Super NOW				
06/01/2021	Beginning Balance		309,352.91	
	4 Deposits/Other Credits	+	14,845.32	
	0 Checks/Other Debits	-	.00	
06/30/2021	Ending Balance	30 Days in Statement Period	324,198.23	

----- Deposits/Other Credits -----

06/07/2021	ACH Deposit		11,357.97	
	ADAMS COUNTY TRE Disbursmnt			
06/11/2021	ACH Deposit		1,432.23	
	Hall County Disbursmnt			
06/16/2021	Deposit		2,015.62	
06/30/2021	Accr Earning Pymt	Added to Account	39.50	

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

----- Daily Ending Balance -----

06/01	309,352.91	06/11	322,143.11	06/30	324,198.23
06/07	320,710.88	06/16	324,158.73		

----- Earnings Summary -----

** Below is an itemization of the Earnings **
** paid this period. **

Interest Paid This Period	39.50	Annual Percentage Yield Earned	0.15 %
Interest Paid YTD	190.63	Days in Earnings Period	30
		Earnings Balance	320,401.92



KENESAW PUBLIC SCHOOL
REIMBURSEMENT ACCOUNT
152-462

DATE	TRANSACTION	CHECK #	RECEIPT	EXPENDITURE	CKG BALANCE
6/1/2021	BEGINNING BALANCE				5,988.72
6/30/2021	ACB - Interest		0.25		
	Outstanding Checks (none)		0.25	0.00	5,988.97
6/30/2021	Bank Balance				5,988.97
6/30/2021	Reconciled Balance				(0.00)
	Fiscal Year to Date Totals		1,803.41	(1,135.72)	

KENESAW PUBLIC SCHOOLS

June 29, 2021 6:00 PM Central

1. Opening the Meeting

1.A. Call to Order

1.B. Nebraska Open Meetings Law

1.C. Publication of Meeting

1.D. Roll Call

2. The Kenesaw Board of Education Will Take Part in a Workshop to Discuss District Goals for the 2021-2022 School Year. The Board Will also Discuss Possible Uses of ESSER II and ESSER III Funds. No Action Will be Taken by the Board.

3. Adjourn

KENESAW PUBLIC SCHOOLS

June 14, 2021, 7:45 PM Central

Shawn Gallagher: Present
Marlin Kimle: Present
Troy Legg: Present
Cindy Olsen: Present
Kay Sidders: Present
Shandra Uden: Present
Present: 6.

Administration Present: Superintendent Masters

1. Opening the Meeting

- 1.A. Call to Order
- 1.B. Nebraska Open Meetings Law
- 1.C. Publication of Meeting
- 1.D. Roll Call

2. Action Item

2.A. Meeting to Discuss and Approve Proposed 20-21 Budget Amendment to Depreciation Fund and Special Building Fund

Motion to Approve the Proposed 20-21 Budget Amendment to Increase the Depreciation Fund Budget from \$250,000 to \$280,000 and to Increase the Special Building Fund Budget from \$312,180 to \$380,000 passed with a motion by Cindy Olsen and a second by Shawn Gallagher.

Shawn Gallagher: Yea, Marlin Kimle: Yea, Troy Legg: Yea, Cindy Olsen: Yea, Kay Sidders: Yea, Shandra Uden: Yea
Yea: 6, Nay: 0

3. Adjourn at 7:55 p.m.

KENESAW PUBLIC SCHOOLS

June 14, 2021, 8:00 PM Central

Shawn Gallagher: Present
Marlin Kimle: Present
Troy Legg: Present
Cindy Olsen: Present
Kay Sidders: Present
Shandra Uden: Present
Present: 6.

Administration Present: Superintendent Masters, Principal LeClaire, Principal Wiechman
Others Present:

1. Opening the Meeting

1.A. Call to Order at 8:01 p.m.

1.B. Nebraska Open Meetings Law

1.C. Publication of Meeting — Meeting was legally advertised on Wednesday, June 9th in the Hastings Tribune.

1.D. Roll Call

2. Welcome Visitors and Public Comment

3. Reports

3.A. Comments from Principal Wiechman

3.B. Comments from Principal LeClaire

3.C. Comments from Superintendent Masters

3.D. NASB Update — Legislative Notes

4. Consent Agenda

Motion to approve consent agenda items passed with a motion by Shawn Gallagher and a second by Troy Legg.

Shawn Gallagher: Yea, Marlin Kimle: Yea, Troy Legg: Yea, Cindy Olsen: Yea, Kay Sidders: Yea, Shandra Uden: Yea

Yea: 6, Nay: 0

4.A. Minutes of the May 10, 2021, Regular Board Meeting

4.B. Approval of June Treasurer's Report

4.C. Approval of June Claims - Payroll: \$205,339.53 Claims \$156,182.10

4.D. Second Reading and Approval of Updated Policy 5204

4.E. Approve \$125,000 Loan Repayment from Special Building Fund to General Fund (Original loan of \$250,000 was from General Fund to Special Building Fund - this is the final payment.)

5. Action Items

5.A. Approval to Allow the Superintendent of Schools to Open Checking Account with Adams County Bank for Project DC

Motion to Approve the Superintendent of Schools to Open Checking Accounts with Adams County Bank for Project DC and to Designate Up to Two Signers for Each Checking Account Opened passed with a motion by Shawn Gallagher and a second by Shandra Uden.

Shawn Gallagher: Yea, Marlin Kimle: Yea, Troy Legg: Yea, Cindy Olsen: Yea, Kay Sidders: Yea, Shandra Uden: Yea
Yea: 6, Nay: 0

5.B. Approval of Illustrative Math as a Curriculum Resource for Students Grades 6th Through 8th

Motion to approve Illustrative Math as a Curriculum Resource for Students in Grades 6th - 8th passed with a motion by Cindy Olsen and a second by Marlin Kimle.

Shawn Gallagher: Yea, Marlin Kimle: Yea, Troy Legg: Yea, Cindy Olsen: Yea, Kay Sidders: Yea, Shandra Uden: Yea
Yea: 6, Nay: 0

6. Discussion Items

6.A. Review Student, Faculty and Athletic Handbook Proposed Changes - Move to July

6.B. Discuss Federal Funds - ESSER II & ARP/ESSER III Funds

6.C. Preliminary Report of Major Requisitions for Ensuing Year

6.D. Discuss Using Curriculum Leadership Institute to Support with Curriculum Alignment

6.E. Set Date for Board Workshop to Establish District Goals and Priorities

6.F. First Reading and Update Policies - 1110, 1200, 3132, 4003, 4003a, 4003b, 4007 Forms 2A, 3, 4, 5, 6, 7, 5002, 5401, 5401z, 6111, 6212, 6600, 8130, 8151, and 8152

7. July Master Board Calendar Items

7.A. Special Hearing to Address Legislative/Budget Restrictions

7.B. Review Proposed Budget and Set Hearing Date

7.C. Approve Student, Faculty, Athletic Handbooks

7.D. Approve Activity Admission Prices

7.E. Update and Approve District Goals

7.F. Review a Plan for Staff Development

8. Executive Session

9. Adjourn at 9:05 p.m.

10. Next Meeting - Monday July 12, 2021, at 8pm. Financial review with Cindy, Marlin, and Shandra at 7:30pm.

KENESAW PUBLIC SCHOOLS

2021-22 District/Board Goals



Board of Education

Cindy Olsen, President
Troy Legg

Shawn Gallagher
Kay Sidders

Marlin Kimle
Shandra Uden

Superintendent

Rick Masters

Principals

Nicole LeClaire - High School Joe Wiechman - Elementary

Kenesaw Public Schools Mission Statement

“IN PARTNERSHIP WITH OUR COMMUNITY, WE WILL PROVIDE A SPECIALLY DESIGNED AND CHALLENGING EDUCATION, ENCOURAGE POSITIVE CITIZENSHIP, AND PROMOTE LIFELONG LEARNING.”

Kenesaw Goal Planning

Priorities

- **Promote Kenesaw**
 - District Website is up and running
 - Use of Twitter and Instagram - Need to promote student achievement and excellence in teaching more through Twitter, Facebook, and Instagram - We have now used Hoopsuite (A social media marketing and management dashboard) for one year and this makes making entries much easier and posts can go through numerous media channels at one time .
 - Superintendent Coffee - Held once but we need to do it every quarter. With COVID this was not possible, but a goal is to continue this.
 - Superintendent to attend various coffees around the village. Continue to work to be more visible.
- **Grow district academically and in extra-curricular activities**
 - Work in Progress -- It may take some time to see results, but I know that we are moving in the right direction, particularly in the area of teaching and learning. Continue to work on staff **relationships** and building climate, **Standards and Curriculum work, High Quality Resources**, improve **communication** with teachers, Clear and Simple **Vision**.
 - Nicole met with teachers during June to determine what and how they are teaching. This has not only helped her but also provided guidance for the teachers as well.
 - Teacher support and guidance provided with implementation of Bridges math
 - Elementary MTSS process started in 20-21 with focus on Tier I core instruction in reading instruction.

- **Hire and retain quality staff**
 - We continue to be proud of the teachers that we have hired over the past many years. We have done an exceptional job in this area.
 - District teachers and administrators continue to have conversations about quality teaching and learning
 - A hiring protocol will be developed to help guide administrative responsibilities with the hiring process
 - Recent Hires - Spanish Teacher - Mrs. DeWitt, FFA/Science Teacher - Mrs. Meyer, Title I Teacher - Mrs. Brase
 - 21-22 Hires - Alyssa Hartman ELA/Business, Heather Breight ELA, Heather Dibbern PK3, Jaden Criswell 1st Grade, Morgan Cline 4th Grade & ELA, Kylie Koehler Art
- **Grow enrollment**
 - Preschool (21-22) - 19 students (7 students PK3, 12 students PK4)
 - Elementary - K - 15, 1st - 16, 2nd - 21, 3rd - 14, 4th - 16, 5th - 17, 6th - 24
 - High School - 7th - 21, 8th - 19, 9th - 18, 10th - 20, 11th - 22, 12th - 22 (No foreign exchange students included)
 - Promote Kenesaw and our school district via social media
 - Identify and welcome new community members
 - PK Family Nights
 - K-6 Family Game Nights
 - Post Secondary Night
 - Publish a coach written wrap-up at the end of each season.
 - Housing development
 - Kenesaw United Child Care Coalition
- **Provide engaged leadership to foster a positive working relationship with staff**
 - Consider Implementing learning walks, teacher video reflections
 - Administrator walk-through visits with teacher feedback - Documentation of visits

- o Building trust between teachers and administrators so they can work together toward better teaching - We have a great start on this
- o Follow the decision making matrix that was created - allow staff to participate in district decisions that impact them personally - Get copies of this matrix posted for all to frequently revisit
- **Consider a mentor program for staff**
 - o We currently pay teachers a \$300 stipend to mentor new staff.
 - o ESU 9 offers new teacher training and support. We will have brand new teachers take part in this. New teachers to the district but not new to teaching will have the option of participating if they see a benefit.
 - o We need a more formalized mentorship program - This may come down the road a bit depending upon our priority setting
- **Consider a professional development plan to support growth of staff knowledge and skills**
 - o Develop a **written calendar** of PD and **share with teachers and Board- August 2021** - Teachers should have some input into the PD calendar
 - o This past year, teachers developed district and personal goals. This will take place again in the 2021-2022 School Year. Administration was to have an initial meeting with the teacher and an exit meeting with at least one meeting in-between to provide support and guidance. The more times we meet with the teacher the more meaningful the goal becomes. Teacher district goals were tied to Marzano elements (43) and the 11 specific elements identified by staff to focus on.
- **Structured learning environment to support student academics**
 - o Before/After/Lunchroom procedures in place. Discipline procedures as well.
 - o Marzano Instructional Model (Framework) - This will continue in 21-22 with a focus of getting practices into daily teaching routines.
 - o Kagan Cooperative Learning - We had several elementary teachers take advantage of this training during the summer of 21. This supports engaging instruction and helps to make sure that students are active participants of learning.
 - o Time on task needs to be increased and teachers need to be aware of these expectations. Students engaged with learning.

- o Teacher as a facilitator of learning rather than a disseminator of information. Student-centered classroom.
- **Implement the Preschool Program**
 - o This is going well! We have hired a PK3 teacher and will be looking to hire a para for PK3.
- **Grow integrated technology through instruction to support learning**
 - o Need to support teachers with utilizing technology to accelerate learning
 - o Create a Technology Coordinator job description - Work in progress.
- **Maintain quality facilities**
 - o I believe that this has been a highlight and something the board and superintendent have worked very hard at. David Goebel will be reporting to the board on his findings at the July board meeting.
 - o Band, Science, Library Project substantially completed - Still need to pay retainage of \$30,000.
 - o Will be working on a **Long Term Facility Assessment** with David Goebel - I hope to have the spreadsheet completed by August. This will tie to the district budget.
- **Provide expanded learning opportunities through Before/After School Programs, Alternative Education options, and organize the HAL program**
 - o Currently supporting the daycare with this initiative.
 - o This may be a future initiative - It is important for the district to prioritize what needs to be done immediately and what can be addressed down the road a bit. Supporting the daycare with this, will look to identify grants available for this program.
- **Build relations with community (district branding)**
 - o Beginning of school year Open House, PK parent/student activities, K-6 activities, Back to School , Booster Bash
 - o Organized Volunteer System
 - o Superintendent coffee
 - o Opportunities for Community to share concerns, ideas, and praises through school website
- **Grow instruction and learning**
 - o Marzano Instructional Model - Ongoing initiative

- o ESU 9 - Focus on Top 11 Strategies - **Focus on implementation into the classroom**
- o Kagan Cooperative Learning
- o Reading and Math instruction - Elementary
- o Concept of **Looping** and focusing specifically on **Essential Learning/Priority Standards** - Intervention times - The Master Calendar must be designed so that time is available for intervention to take place - Teachers must have time to plan for interventions and carry through this expectation.
- **Identify alternative resources to support initiatives**
 - o Bus grant, Preschool Grant, reVISION grant (Just got an additional \$100,000 for the group), new laser engraver with CTE funds. Continue to look for available funding and extra resources.
- **Sustain efficient and effective investment of available resources to support the academic success of the district**
 - o PK grant and use of ESSER I, ESSER II, and ESSER III funds
 - o Math resource adoption -- Just adopted a 6-8 math resource. **Need to begin the process of researching 9-12 math resources for the 22-23 school year.**
 - o Science - Amplify is a High Quality resource that is for K-8 students. We are looking at Houghton, Mifflin, Harcourt Dimensions science for a possible 9-12 purchase. **This purchase will be presented at the July 2021 board meeting to begin implementation with the 2021-2022 school year.**
 - o ELA -- We looked into this in the past, but a decision was not made. -- This needs to happen moving forward so we will begin working with Alyssa Hartman and Heather Bright to make sure that we adopt a High Quality resource.
 - o Social Studies -- Begin looking into this resource purchase as well.
 - o Reading support purchases have been made. Our reading curriculum, Reading Streets, is only supported for two more years. The 21-22 school year will be year five and the 22-23 school year will be year six - the last year for Reading Streets. We will need to begin looking at quality reading resources as well. This will be an expensive purchase.
 - o CTE is another area where we will need to make sure that we have quality resources available for our students. Nicole is meeting with these teachers to determine what resources they may need for this coming school year.

- **Utilize data to drive decision-making, growth of academics, learning, college/career readiness**
 - MAP training has been provided for core content area staff members. This is due to the recommendation of ESU 9 trainers. All staff, including new staff members, will need to have some training on MAP.
 - Use of PLCs to review classroom formative assessments, classroom summative assessments, student assessment data and to plan interventions -- Done weekly at the elementary level - PLCs will meet every month where this can be done as well.
 - Ongoing review of **Formative Assessments** (second by second, minute by minute review in the classroom)

Academics

- **Grow and improve instruction and learning**
 - Focus on using BEST/Research Based Instructional methods - Marzano Instructional Model
 - **Offer expanded ELO's (Extended Learning Opportunities) (Alternative education, Before/After School Program, HAL)** - Again, we have some core areas that need to be shored up prior to beginning this initiative.
 - **Integrated technology and staff training** - We need to do a better job of utilizing Z-Space and providing teachers with the training necessary to use technology as an effective learning tool.
 - **Utilize data to support decision-making and improved instruction and learning (Formative assessment in the classroom, MAP data for individual growth and program effectiveness, NSCAS to determine success of teaching to the standards and identification of essential learning/priority standards)**
- 1) Continue professional development and implementation of Marzano Instructional Model
 - 2) Continue work to maintain focus on state and national standards, alignment of standards, and district curriculum work **(develop an aligned curriculum with high quality resources)**

- 3) Dedicate time to support the analysis of student data
- 4) Identify ways to engage parents and community
- 5) Consider academic goals for each student to ensure accountability for teachers, students, and parents. Also, celebrate teacher and student successes
 - a. Teachers/Students/Parents can set student goals at the September PT Conference, Follow-up on student goals at February PT Conference. **Continual goal setting!**

District Climate/Culture

- **Promote Kenesaw**
 - Promote - Inspire Excellence motto - District Branding
 - Academic Excellence
 - Athletic & Activity Excellence
 - Student/Teacher Presentations at Board Meeting (short) - Sharing of what we are doing and why - How it positively impacts students and learning. Board members then can share out with the community.
 - **Grow enrollment**
 - Enrollment is steady or slightly declining
 - Community daycare and new housing development should help to grow the community
 - **Preschool** - Will support with getting students started at KPS and then progressing through each grade level
 - **Build community relations**
 - Continue to work toward this goal
 - Superintendent coffee every 8 weeks, occasionally attend local coffee groups
- 1) Develop a Strategic Plan to engage all stakeholders and provide a vision/plan for the long-term future of the school district
 - a. Completed by the October (at the latest) board meeting for board approval
 - b. Publish on the district website - Strategic Plan Framework

- 2) Utilize social media (Radio Ads, promote and inform community, family night – free, grow newsletter, post-card “Did You Know?”
 - a. Need to take advantage of these opportunities
- 3) Celebrate Success at Board Meetings
 - a. Add to the board agenda - Keep brief
- 4) Foster community relations through Open House, Booster Bash, etc.
 - a. Identify a list of other opportunities for the school to engage with the community
- 5) Maintain High Visibility of Board and engage Village Board & Community Development Board
 - a. Engage Village Board and Community Development Board - We have had a few meetings together - Continue to meet with both boards or members of the boards at least once each year.
- 6) Convey positive message consistently (Board, Staff, and Administration)
 - a. Continue to be positive and promote the work that has been done at KPS.

Budget

- Consider and pursue alternative resources
 - Efficient and effective use of all resources
- 1) Create and maintain district inventory of assets
 - a. Need to purchase the Inventory portion of Software Unlimited. (accounting software)
 - b. Teachers can provide a detailed list of assets which can be input into the software program during the summer.
 - 2) Replacement and upkeep cycle/plan for uniforms, technology, etc.
 - a. A Uniform Cycle is in place, need to put together a technology cycle for chromebooks, classroom computers, teacher computers, and textbooks
 - 3) Link budget development with District Strategic Plan
 - a. I will be working on with Carl Dietz and Matt Fisher to mesh the Facility Plan with the Budget together

Academic Excellence

The Kenesaw School District will provide effective curriculum and quality instruction to support growth and improved student learning.

Objective I

To provide time and resources to support the growth of staff professionally and the study and analysis of student data.

Strategy	Timeline	Responsible	Action Taken
a. Continue efforts to integrate the instructional model through professional development and administrator support. (Adopted Feb. 2018)	2020 thru 2025 Ongoing	Primary - Principals Secondary - Superintendent	- ESU 9 Marzano Model - Staff identified 11 Key Marzano instructional elements to focus on -Focus on Implementation in the classroom -Frequent Classroom Walk-Throughs with teacher feedback -Consider Learning Walks and Video Reflections with teachers
b. Identify appropriate and timely professional development to support growth and improved instruction. (Seek teacher input through PLCs) (Adopted Feb. 2018)	Annually	Primary - Principals Teacher Input Secondary - Superintendent	-Marzano Instructional Model -Kagan Cooperative Learning -Bridges math -Elementary reading instruction -Content vocabulary -Remote teaching strategies -Researched Based strategies - LaRaesha Kugel - ESU 9 support MTSS & Reading
c. Design and adopt a Professional Development Plan to support staff	Ongoing	Primary Principal Secondary Superintendent	Needs to be part of our summer work, completed in writing, reviewed annually

development, scheduling, and alignment with district-identified priorities. (Adopted Feb. 2018)			with the school board and faculty, gain teacher input
d. Celebrate the progress and success of teachers and staff. (Adopted Feb. 2018)	Ongoing	Board Superintendent and Principals	-Faculty & Board meetings -Formal and Informal Celebration
e. Adopt a Teacher Evaluation Tool to provide timely feedback to teachers and support the growth of teaching and learning.	September 2021	Superintendent & Principals	-Review the Nebraska Teacher Evaluation Framework and Marzano Evaluation Framework. Select the one that best supports our district initiatives. Board Approval needed.

Objective II			
To expand learning opportunities to support student learning.			
f. Celebrate the progress and success of students. (Adopted Feb. 2018)	Ongoing	Primary - Principals & Teachers Secondary - Superintendent	-Formal and Informal recognitions -Use of Social Media to recognize -Set student goals and celebrate when students meet the goal
g. Grow parent engagement to support student success. (Adopted Feb 2018)	Ongoing	Principals & Staff	-Parent & Student Academic Evenings -Parent & Student Game Nights -Goal setting with parents & students
h. CTE and College Credit opportunities	Ongoing	Principals	Continue to expand offerings to meet needs of our students

District Climate

The Board and Administrators will strive to grow parent/community engagement to support the mission, vision, goals, and success of Kenesaw Public Schools.

Objective I

To provide a quality and safe learning environment to support the improvement and growth of student learning.

Strategy	Timeline	Responsible	Action Taken
i. Adopt a District Strategic Plan to foster a working relationship with all stakeholders and to provide a defined vision and plan for the long-term future of the school district. (Adopted Feb. 2018)	No later than October 2021	Board and Superintendent	-Adopt at the October board meeting
j. Utilize social media to engage, promote, and communicate with all stakeholders. (Adopted Feb. 2018)	Ongoing	Superintendent Principals and Staff	-Need to increase the use of Twitter & Instagram to promote student success and engagement in learning activities -Continue to use the school website to showcase students, teachers, and successes achieved
k. Foster expanded community relations through the Annual Open House, Back to School Bash, Parent/Student Activity Nights, Booster Bash, staff business social, volunteer program... (Adopted Feb. 2018)	Ongoing	Board, Parent Volunteers, and Appropriate Staff	- Work with board, administration, staff, parents, students, and community to organize activities -Summarize the efforts and successes of activities and recognize individual accomplishments through Kenesaw Public School social media avenues
d. Grow and sustain positive relationships with all staff members of the Kenesaw Public Schools District. (Adopted	Ongoing	All District Staff	-Work to grow and maintain positive relationships amongst all KPS staff members -Encourage shared leadership and open communication -Follow the district Decision Making Matrix

			-Allow opportunities to participate on district committees
e. Engage the Kenesaw Village Board and Community Development Board in discussion of plans for progress and exploration of opportunities to collaborate. (Adopted Feb. 2018)	Ongoing	Board and Superintendent	-Members of the school board, village board, and community development board will continue to meet to focus on immediate needs of the Kenesaw Community - Annual Meeting minimum
f. District Administrators will improve communication within the administrative team and with staff and community to ensure District Goals are achieved at a high level	Primary - Superintendent Secondary - Principals	Primary - Superintendent Secondary - Principals	- Administrative meetings every two weeks. We will meet more often when there is need. Administrator roles and expectations will be placed in writing - Steering Committee/Leadership Team will meet a minimum of quarterly - CIP committees will meet quarterly

Budget

The Kenesaw School District will consider and utilize all resources to support effective instruction and successful student learning.

Objective I

To commit resources to support the mission, vision, and goals of the district.

Strategy	Timeline	Responsible	Action Taken
a. Create and maintain district inventory of assets. (Adopted Feb. 2018)	2021-22 to 2024-25	Superintendent, Principals, and Appropriate Staff	-Purchase Inventory piece of Software Unlimited -Teachers to submit room inventory, Tech Coordinator to submit technology inventory, AD to submit activities inventory, Librarian to submit library inventory
b. Compile a replacement and upkeep cycle/plan to support the replacement and/or purchase of district needs. (e.g., uniforms, technology, curriculum resources, etc.) (Adopted Feb. 2018)	2020-21 through 2021-22	Board, Superintendent, Principals, and Appropriate Staff	-Create written replacement and Cycle plans for the board to approve
c. Align the Strategic Plan to the budget development and management. (Adopted Feb. 2018)	2020-21 through 2021-22	Superintendent	-I will be working with Carl Dietz and Matt Fisher to mesh the budget and facility plan together.



Nebraska Rural Community Schools Association
455 S.11th St, Ste B
Lincoln, NE 68508

Invoice #:	Mem 106
Date:	7/1/2021

Bill To:
 KENESAW PUBLIC SCHOOLS
 PO BOX 129
 KENESAW NE 68956

For: NRCSA Membership Dues

Description	Amount
<i>2021-22 NRCSA Membership Dues</i>	<i>\$850.00</i>
Invoice Total	<i>\$850.00</i>

Make all checks payable to **NRCSA**

If you have any questions concerning this invoice, contact Jeff Bundy at (402) 202-6028
or e-mail: jbundy@nrca.net



--YOUR ANNUAL MEMBERSHIP PROVIDES SUPPORT FOR --
Nebraska Rural Community Schools Association

<p><u>STATE LEGISLATIVE ADVOCACY</u> NRCSA is active in representing rural public schools in the Unicameral. The Executive Director is the main spokesperson for NRCSA, but is also represented by the lobbying firm of Nowka and Edwards. NRCSA's Legislative Committee includes 20 Superintendents from member schools and helps to direct the legislative efforts of the organization. NRCSA is also represented in the "Nebraskans United for Property Tax Reform and Education" and the "Education Association Coalition", both of which serve as coalitions that work to speak on behalf of public education interests.</p>	<p><u>RURAL ADVOCACY</u> NRCSA is the only organization that speaks solely on behalf of public rural schools in the State of Nebraska.</p>	<p><u>SUPERINTENDENT SEARCHES</u> NRCSA's Superintendent Search Service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska. The service is available to all Nebraska school districts, with member districts paying a lower rate than non-member districts. A professional cost effective proposal and fee structure is available upon request.</p>
<p><u>PLANNING WORKSHOPS</u> The NRCSA Planning Support Service is an elective service that assists districts in planning and goal-setting. The service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska.</p>	<p><u>NATIONAL ADVOCACY</u> NRCSA is a member of the National Rural Education Advocacy Consortium (NREAC), which represents the interests of rural public schools in national forums where education issues are decided.</p>	<p><u>LEGISLATIVE FORUM</u> During each legislative session NRCSA offers a forum for Board members and administrators. The forum provides the opportunity to hear from Senators as to what is happening in the Unicameral, as well as to provide input to Senators. The forum is held in Lincoln.</p>
<p><u>COMMUNICATIONS</u> NRCSA provides regular updates from the Executive Director to member schools. A more in-depth update is provided to all members just prior to monthly Board of Education meetings. The NRCSA webpage is www.nrcsa.net. NRCSA also has a social media presence on Twitter (@NRCSA1980) and on Facebook (www.facebook.com/nrcsahome).</p>	<p><u>SPRING CONFERENCE</u> NRCSA offers an annual conference in Kearney in March. The conference targets issues and interests of rural schools. An opportunity is created to network with other rural school districts and to interact directly with policymakers and NRCSA leaders.</p>	<p><u>GARY FISHER FINE ARTS SCHOLARSHIPS</u> NRCSA awards two \$2,000 scholarships to high school seniors from NRCSA-member schools who are entering college with the plan to major in a fine arts field.</p>
<p><u>DISTRICT MEETINGS</u> Each fall NRCSA conducts a meeting in each of the six membership districts. These meetings provide an opportunity for rural schools to connect with NRCSA leadership on a face-to-face basis.</p>	<p><u>US BANK ONE CARD PROGRAM</u> NRCSA has partnered with US Bank to provide this unique purchase card program for school districts. Individual school districts decide which staff members receive purchase cards. The district has control over where purchases can be made and for what amounts. This can be especially helpful when sending sponsors out with student groups.</p>	<p><u>NRCSA AWARDS</u> NRCSA annually recognizes individuals who are outstanding at serving member districts. At the Spring Conference each year NRCSA recognizes an Outstanding Elementary Teacher, Secondary Teacher, Classified Staff Member, ESU Staff Member, Music Teacher, Principal, Board of Education Member, and Superintendent/ESU Administrator.</p>
<p><u>NRCSA EXECUTIVE BOARD</u> The 10-member Executive Board provides leadership and direction for the organization. Each of the six NRCSA districts is represented by at least one Superintendent from a district within the district.</p>	<p><u>NRCSA SCHOLARSHIPS</u> NRCSA annually awards 14 \$2,000 scholarships to high school seniors from NRCSA-member schools who are entering college with the goal of becoming school teachers.</p>	<p><u>GLOBAL TELETHERAPY</u> Global Teletherapy is a partner with NRCSA that provides elective services such as Speech, Behavioral, and Occupational Therapies. Global provides services that are sometimes difficult to fill.</p>
<p><u>NEBRASKANS UNITED</u> NRCSA is a strong member of this group which includes most education and ag-related organizations in the State. The purpose is to work to provide property tax relief, as well as to protect and promote funding to public education.</p>	<p><u>CORONAVIRUS ISSUES</u> Over 100 NRCSA member Superintendents and ESU Administrators worked together to produce NRCSA's Reopening Document to help districts develop their own plans for reopening school in the fall.</p>	<p><u>LEADERSHIP OPPORTUNITIES</u> Each year there are over 50 leadership positions on the Executive Committee or other NRCSA committees that provide opportunities for member Superintendents.</p>
<p><u>EDUCATION ASSOCIATIONS COALITION</u> NRCSA is an active member of this group that is comprised of all of the major education associations in the state. The purpose of the group is to work together on legislative issues facing public education.</p>	<p><u>NATIONAL RURAL EDUCATION ASSOCIATION</u> NRCSA is a strong member of the NREA. The NREA provides leadership on issues facing rural education on the national level. Dr. Jon Habben, former NRCSA Executive Director of NRCSA, will serve as Past President of NREA in the coming year.</p>	<p><u>RURAL TEACHER SHORTAGE</u> NRCSA has started a Rural Teacher Committee that was established to find ways to address the shortage of teachers in rural schools. Twelve member Superintendents work with representatives from Chadron State College, Wayne State College and Peru State College in this work.</p>

"QUALITY RURAL SCHOOLS"

Nebraska Rural Community Schools Association 455 S. 11th St, Suite B, Lincoln, NE 68508



NREA Discounted Membership (*Through NRCSA*) 2021-22 Membership Form

Instructions:

*Complete this form if your superintendent or district wants to become a member of the National Rural Education Association (NREA). NRCSA as a state affiliate of the NREA, is able to offer members a twenty-five (25%) discount on membership to the **NREA**. Please complete the form entirely, and submit to the NRCSA office via, mail, e-mail, or fax.*

School District Name: _____

Address: _____

City: _____

St: NE

Postal Code: _____

Phone Number: _____

Fax Number: _____

Administrator Name: _____

Administrator e-mail: _____

Type of Membership: Discounted Individual Membership (\$75.00)

There are two different membership options. The discounted individual membership allows one (1) person to join the NREA at a cost of \$75.00. The discounted school district membership allows a maximum of 7 people (board members or other staff) to join the NREA at a cost of \$300.00.

Contact 1 Name: _____

Title: _____

e-mail: _____

Contact 2 Name: _____

Title: _____

e-mail: _____

Contact 3 Name: _____

Title: _____

e-mail: _____

Contact 4 Name: _____

Title: _____

e-mail: _____

Contact 5 Name: _____

Title: _____

e-mail: _____

Contact 6 Name: _____

Title: _____

e-mail: _____

Contact 7 Name: _____

Title: _____

e-mail: _____

Please include a **SEPARATE** check for the membership fees payable to the NREA.
Send dues and registration form to:

NRCSA
455 S. 11th St, Suite B
Lincoln, NE 68508

Statement

TO: KENESAW PUBLIC SCHOOLS
110 N FIFTH AVE
PO BOX 129
KENESAW NE 68956

Customer ID: 1302
Date: 07/01/2021
Page: 1 of 1

Reference #	Date	Requested By	PO Number	Description	Amount
Previous Balance: Software Unlimited, Inc.					0.00
<u>Payments</u>					
					Payments Total: 0.00
<u>New Charges</u>					
20210531-157	06/27/2021			Census Annual Fee (9/1/2021 - 8/31/2022)	150.00
20210531-157	06/27/2021			SAS (AP,PR,GL) Annual Fee (9/1/2021 - 8/31/2022)	3,995.00
20210531-157	06/27/2021			SAS-Online T2 Annual Fee (9/1/2021 - 8/31/2022)	2,050.00
					Charges Total: 6,195.00
Balance Due: Software Unlimited, Inc.					6,195.00

Previous Balance	Total Payments		Total Charges		Total Balance
0.00	0.00		6,195.00		6,195.00
Current Balance	31 - 60 Days	61 - 90 Days	91 - 120 Days	121 & Over	
6,195.00	0.00	0.00	0.00	0.00	

A monthly finance charge of 1.75% or minimum charge of \$1.00 will be applied to any balance unpaid by the 30th day following the date of this statement.

For questions regarding your statement, please email sales@su-inc.com

Community RelationsBulletin Boards, Display Case, and Posted Material

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

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

Date of Adoption: [Insert Date]

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

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

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

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

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

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

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

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

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

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

Sexual harassment may exist when:

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

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

2. **Procedures:**

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

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

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

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

Date of Adoption: [Insert Date]

Business OperationsInternal Controls

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

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

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

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

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

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

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

Cross-Reference: Policies 3130 & 3131.

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

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

Legal Reference: 2 C.F.R. § 200.333.

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

Legal Reference: 2 C.F.R. § 200.213.

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

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

Legal Reference: 2 C.F.R. § 200.302.

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

Legal Reference: 2 C.F.R. § 200.307.

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

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

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

Legal Reference: 2 C.F.R. § 200.306.

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

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

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

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

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

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

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

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

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

Date of Adoption: [Insert Date]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

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

iii. Level 3 (Appeal to the Board):

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

4. Confidentiality:

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

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

5. Training:

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

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

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

7. Preventive Measures:

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

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

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

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

Date of Adoption: [Insert Date]

Notice of Nondiscrimination

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

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

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

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

**Complaint Form
Discrimination, Harassment or Retaliation**

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

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

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

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

_____.

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

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

_____.

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

_____.

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

Received by: _____ Signature: _____
Date: _____

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

OMB Control Number: 1235-0003

Expires: 6/30/2023

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

Date: _____ (mm/dd/yyyy)

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

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

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

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

SECTION I – NOTICE OF ELIGIBILITY

This Notice is to inform you that you are:

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

Employee Name: _____

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

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

SECTION II – ADDITIONAL INFORMATION NEEDED

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

(Select as appropriate)

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

Selected certification form is attached / not attached.

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

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

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

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

SECTION III – NOTICE OF RIGHTS AND RESPONSIBILITIES

Part A: FMLA Leave Entitlement

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

Employee Name: _____

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

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

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

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

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

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

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

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

(*Check all that apply*)

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

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

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

Employee Name: _____

Part C: Maintain Health Benefits

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

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

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

Part D: Other Employee Benefits

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

Part E: Return-to-Work Requirements

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

Part F: Other Requirements While on FMLA Leave

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

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

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

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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

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

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

OMB Control Number: 1235-0003

Expires: 6/30/2023

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

SECTION I - EMPLOYER

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

Date: _____ (mm/dd/yyyy)

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

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

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

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

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

SECTION II – ADDITIONAL INFORMATION NEEDED

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

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

Incomplete or Insufficient Certification

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

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

Employee Name: _____

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

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

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

Second and Third Opinions

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

SECTION III – FMLA LEAVE APPROVED

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

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

Please be advised: (check all that apply)

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

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

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

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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

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

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

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



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

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

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

SECTION I – EMPLOYER

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

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

(1) Employee name: _____
First Middle Last

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

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

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

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

SECTION II - HEALTH CARE PROVIDER

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

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

Employee Name: _____

Health Care Provider's name: (Print) _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

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

PART A: Medical Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employee Name: _____

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

PART B: Amount of Leave Needed

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

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

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

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

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

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

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

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

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

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

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

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

Employee Name: _____

PART C: Essential Job Functions

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

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

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

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

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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

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

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

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



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

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

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

SECTION I - EMPLOYER

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

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

(1) Employee name: _____
First Middle Last

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

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

SECTION II - EMPLOYEE

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

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

(2) Select the relationship of the family member to you. The family member is your:

- Spouse Parent Child, under age 18
 Child, age 18 or older and incapable of self-care because of a mental or physical disability

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

Employee Name: _____

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

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

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

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

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

SECTION III - HEALTH CARE PROVIDER

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

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

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

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

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

PART A: Medical Information

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

(1) Patient's Name: _____

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

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

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

Employee Name: _____

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

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

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

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

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

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

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

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

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

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

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

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

PART B: Amount of Leave Needed

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

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

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

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

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

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

Employee Name: _____

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

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

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

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

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

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

Inpatient Care

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

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

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

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

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

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

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

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

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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

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

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

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



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

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

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

SECTION I - EMPLOYER

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

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

SECTION II - EMPLOYEE

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

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

First Middle Last

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

- Spouse Parent Child, of any age

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

Employee Name: _____

PART A: COVERED ACTIVE DUTY STATUS

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

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

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

PART B: APPROPRIATE FACTS

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

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

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

Employee Name: _____

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

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

PART C: AMOUNT OF LEAVE NEEDED

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

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

Employee Name: _____

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

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

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

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

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

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

PART D: THIRD PARTY INFORMATION

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

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

Address: _____

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

Describe purpose of meeting: _____

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

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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

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

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

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



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

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

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

SECTION I - EMPLOYER

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

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

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

SECTION II - EMPLOYEE and/or CURRENT SERVICEMEMBER

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

PART A: EMPLOYEE INFORMATION

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

Employee Name: _____

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

- Spouse Parent Child Next of Kin

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

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

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

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

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

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

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

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

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

SECTION III - HEALTH CARE PROVIDER

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

Employee Name: _____

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

PART A: HEALTH CARE PROVIDER INFORMATION

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

Health Care Provider's business address: _____

Type of practice/Medical specialty: _____

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

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

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

PART B: MEDICAL INFORMATION

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

(1) Patient's Name: _____

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

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

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

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

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

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

Employee Name: _____

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

PART C: AMOUNT OF LEAVE NEEDED

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

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

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

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

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

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

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

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

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

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

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

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

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

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

Parent or Guardian

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

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

Notary Public

Disenroll to Attend Homeschool

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

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

Parent or Guardian

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

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

i. Level 1 (Investigation and Findings):

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

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

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

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

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

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

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

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

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

4. Confidentiality:

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

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

5. Training:

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

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

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

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

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

7. Preventive Measures:

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

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

Date of Adoption: [Insert Date]

**Complaint Form
Discrimination, Harassment or Retaliation**

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

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

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

Name: _____ Date: _____

(1) Description of the complaint: _____

_____.

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

_____.

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

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

_____.

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

_____.

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

Signature: _____

Received by: _____ Date: _____

InstructionClassroom Environment

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

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

Date of Adoption: [Insert Date]

InstructionAssessments—Academic Content Standards

The Board of Education may vote to ~~adopts~~ the academic content standards recommended by ~~of~~ the State Board of Education (“State Board”). ~~The adoption of the academic content standards includes the:~~

~~Language Arts standards that were adopted by the State Board in September, 2014;
Mathematics standards that were approved by the State Board in September, 2015;
Science standards that were adopted by the State Board in September, 2017; and
Social Studies standards that were adopted by the State Board in November, 2019.~~

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

~~the standards of the State Board as such standards are subsequently adopted or amended by the State Board.~~

The administration shall be responsible for implementing assessments on the state standards in accordance with the procedures established by the State Board and the Department of Education, including conducting assessments in the same subject areas and the same grade levels as established in the state standards, and the reporting of scores and sub-scores.

This policy does not supersede the existing standards adopted by the Board of Education except as set forth herein.

Legal Reference: Neb. Rev. Stat. Sections 79-760 to 79-760.05

Date of Adoption: [Insert Date]

InstructionSpecial Education

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

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

1. Free Appropriate Public Education

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

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

2. Full Educational Opportunity Goal

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

Legal Reference: 92 NAC 51-004.11A

3. Child Find

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

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

Legal Reference: 92 NAC 51-006.01 through 006.01A2

4. Pre-Referral Interventions

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

Legal Reference: 92 NAC 51-006.01B

4.5. Individualized Education Program (IEP)

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

Legal Reference: 92 NAC 51-007

5.6. Least Restrictive Environment

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

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

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

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

6.7. Procedural Safeguards

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

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

8. Disciplinary Removal of Children with Disabilities

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

Legal Reference: 92 NAC 51-016

7.9. Evaluation, and Identification, and Reevaluation Procedures

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

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

Legal Reference: 92 NAC 51-006

8.10. Confidentiality of Personally Identifiable Information

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

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

9.11. Transition of Children from Part C to Preschool Programs

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

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

Legal Reference: 92 NAC 52-008

10.12. Children in Nonpublic Schools

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

Legal Reference: 92 NAC 51-012.08 and 015

11.13. Personnel Standards and Personnel Development

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

Legal Reference: 92 NAC 51-010

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

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

Legal Reference: 92 NAC 51-004.05

13.15. Suspension and Expulsion Rates

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

Legal Reference: 92 NAC 51-004.06E

14.16. Access to Instructional Materials

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

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

Legal Reference: 92 NAC 51-004.15

15.17. Over-Identification and Disproportionality

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

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

16.18. Prohibition on Mandatory Medication

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

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

17.19. Transportation

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

Legal Reference: 92 NAC 51-014.01 through 014.02

18.20. Surrogates

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

Legal Reference: 92 NAC 51-009.10

19.21. Early Intervention Services – Consent

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

Legal Reference: 92 NAC 52

22. Eligibility Determinations

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

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

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

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

Date of Adoption: [Insert Date]

Internal Board Policies - OrganizationAnnual Organizational Meeting

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

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

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

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

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

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

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

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

Date of Adoption: [Insert Date]

RESOLUTION

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

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

_____.
The following members voted against the same: _____

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

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

DATED this ____ day of _____, 20__.

[Name] Public Schools

BY: _____
President

Attest:

Secretary

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

Date of Adoption: [Insert Date]

Internal Board Policies - OrganizationAnnual Organizational Meeting

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

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

1. 1. After new Board members are sworn in, the Board will elect from its members a President, Vice President, Secretary and Treasurer, and if it is determined by the Board of Education to be needed an ex officio secretary and treasurer and those elected will assume office at the organizational meeting.
2. 2. Upon call for nominations for each office by the Chair, nominations shall be made by written or oral ballot. Voting will be by oral or written ballot on all members nominated and repeated until a majority is achieved for a nominee. ~~If no member receives a majority of votes after _____ ballots or _____ hours, the Board member who was the President of the Board during the immediately preceding term shall continue as President. In the event that the previous Board President is no longer a Board member, then the Vice President from the immediately preceding term shall become the President. In the event that both the prior President and Vice President are no longer members of the Board, then the longest tenured Board member shall serve as President.~~ If a tie is not broken after five ballots, the Chair will determine the winner by the flip of a coin, followed by a vote ratifying such selection. The vote may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.
2. 3. The President shall assume the chair immediately upon the President's election.
3. 4. The motions for the officer elections should read: Move that _____ be elected as _____ (name of office) to serve a term of one year, or until the person's successor is elected and qualified.

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

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

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

Date of Adoption: [~~Insert~~ Date of Adoption]

RESOLUTION

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

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

_____.
The following members voted against the same: _____

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

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

DATED this ____ day of _____, 20__.

[Name] Public Schools

BY: _____
President

Attest:

Secretary

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

Date of Adoption: [Insert Date]

Internal Board Policies - Organization

Standing Committees

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

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

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

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

Date of Adoption: [Insert Date]

Internal Board PoliciesStanding Committee on Negotiations

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

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

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

Date of Adoption: [Insert Date]

James B. Gessford
Daniel F. Kaplan
Gregory H. Perry
Joseph F. Bachmann*
R. J. Shortridge*
Joshua J. Schauer*
Derek A. Aldridge**
Justin J. Knight***
Charles Kaplan
Haleigh B. Carlson
Daniel K. Kaplan



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

Of Counsel
Thomas M. Haase
Rex R. Schultze

*Also admitted in Iowa
** Also admitted in Kansas
***Also admitted in Colorado

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

MEMORANDUM

To: Drew Harris, ESU 9 Administrator
From: Perry Law Firm
Date: May 28, 2021
RE: School District Annual Policy Service Update

The Nebraska Legislature adjourned on May 27th. This session involved several legislative bills that will require policy changes, as discussed in this memo. In addition, new federal and state auditing guidelines and procedures will require updates to school policies in certain areas. Finally, we have included several other policies that school districts may consider adopting, based upon scenarios that have occurred over the past year or so.

A. REQUIRED POLICY UPDATES

1. **Policy 1200 – Anti-Harassment** – Due to the enactment of LB 451, and to be consistent across policies, we have added the new non-discriminatory references to the general anti-harassment policy.

2. **Policy 3132 – Internal Controls** – NDE’s “Fiscal Desk Reviews” have started asking for each District’s “written Internal Controls and Policies and Procedures,” pursuant to 2 C.F.R. § 200.303, et seq. Policy 3132 includes those required policies and procedures.

3. **Policy 4003 and Attachments – Employee Antidiscrimination** – LB 451 adds protections under the Nebraska Fair Employment Practice Act with regard to race and hairstyles. Policy 4003 and its attachments are updated to reflect this change in the law.

4. **Attachments to Policy 4007 – (FMLA)** – The United States Department of Labor updated its Family and Medical Leave Act forms. To that end, the updated FMLA forms can replace the old versions of Forms 2-7. The FMLA Application itself (Form 1) remains the same.

5. **Attachment to Policy 5002 – “Affidavit”** – LB 528 removed the requirement that disenrollment forms be notarized for those students ages 16 through 18. NDE may issue an updated “Nebraska Withdrawal From Mandatory Attendance Form” in light of LB 528. If that occurs, we will replace the existing NDE form with the updated NDE form. No other disenrollment form needs to be changed.

6. **Policy 5401 and 5401z – Equal Opportunity** – Similar to Policy 1200, we have updated the new non-discrimination language to be consistent across all policies.

7. **Policy 6600 – Special Education Policies** – Recently, NDE’s special education audits have asked for more specifics and detail in policy. As such, we have updated Policy 6600 to conform with these new standards.

B. POLICY UPDATES TO CONSIDER

1. **Policy 1110 – Bulletin Boards** – As some schools move towards distributing messages electronically, each Board should revisit Policy 1110. Some districts may no longer need this Policy. Each district should review their policy to make sure it reflects current and intended practice, including what may be posted and whether outside groups may post on school bulletin boards.

2. **Policy 4025 – Professional Boundaries (NDE Model Policy)** – Neb. Rev. Stat. § 79-879 requires that every school district have a professional boundaries policy to address, among other things, grooming of students. NDE has developed a model policy that a school district may adopt, though NDE’s policy itself is not required. Many school districts already have a professional boundaries policy. Our preference is to continue using our current professional boundaries policy, but each board can decide if they want to adopt NDE’s model policy or keep their existing professional boundaries policy. If a district wants to keep its current professional boundaries policy, that district should confirm that the policy includes all requirements contained in Neb. Rev. Stat. § 79-879.

3. **Policy 6111 – Classroom Environment** – This year, several districts struggled with staff members who displayed controversial flags or had political posters in their classroom. To avoid this situation in the future, Boards may want to consider adding a provision in Policy 6111 to limit non-curricular posters, flags and other displays.

4. **Policy 6212 – Assessments – Academic Content Standards** – In light of the proposed health standards, Boards may want to review their policy on academic content standards. In the past, our policy has allowed Boards to automatically adopt the State Board’s recommended content standards. However, with the controversy over the proposed health standards, Boards may want to change their policy to require an affirmative vote to adopt a standard recommended by the State Board.

5. **Policy 8130 – Annual Organizational Meeting** – During this past year, a handful of school boards struggled to select their officers, including multiple votes and stalemates to elect a Board President. We have provided two options to address this apparent, ongoing problem. Option #1 is our current recommended policy, which allows Boards to decide how many votes will be taken before a stalemate is called. In some cases, this resulted in (at least the appearance of) board members “stalling” to “run out the clock.” With that in mind, we are providing Option #2, which resolves a stalemate with a coin flip. These policies are optional and will likely be district-specific on how the Board wants to handle the election of Board officers.

6. Policies 8151 & 8152 – Standing Committees – In some districts, the Board President appoints committees. In other districts, the Superintendent facilitates committee assignments. To align with each district’s practices, we have provided Policy 8151 for those districts that wish to have their Board President handle committee assignments. (Districts that prefer to delegate committee assignments to the Superintendent should review their policies to ensure that their current policies align with such practice.)

C. OTHER CONSIDERATIONS

1. COVID Policy and Planning for 2021-2022. Some districts have asked about developing a COVID-related policy or Board-approved procedures for the 2021-2022 school year, including requirements (or not) for masks, quarantining, employee leaves and absences, student attendance and remote learning, and other issues related to returning to school. Given how quickly things can change with COVID, we have not yet distributed any type of draft policy and are leery of recommending a formal board policy that may need to be continually updated and revised. Instead of a new, formal policy addressing COVID and the 2021-2022 school year, we see several other options, depending on the circumstances of each district:

- a. Extend the Superintendent Authority resolution that many schools passed last March to allow the Superintendent to make decisions on a timely basis (without needing formal board approval);
- b. Follow your typical health screening process and prevent symptomatic students from attending school. (A number of current board policies should already give the school the ability to address students who are sick, including Policies 1501 (Emergency Exclusion of Persons from School), 4012 (Infectious Diseases) and 6900 (Chronic Infectious Disease Practice and Procedure); and/or
- c. Approve a general framework at a Board meeting that will indicate the Board’s intent, without giving too many specifics to “pin down” the district if the COVID situation in the community changes unexpectedly.

There are obviously pros and cons with each approach and/or a combination of these approaches. Given that we are still three months away from the beginning of the 2021-2022 school year, we may need to revisit this topic (from a policy perspective) as we get closer to August.

2. Employee Vaccinations – Employee vaccinations are a “hot topic” in the employment law world. We have not heard from any Nebraska public school district who plans to require or incentivize employees to receive the COVID-19 vaccination. However, if your district would like to discuss a policy or requirement like this, please let us know and we can talk through the logistics of what that requirement would look like. Rather than issue a blanket policy for all districts, each district’s particular circumstances will (in all likelihood) need to be incorporated into a district-specific board policy or handbook provision.

3. Purple Star Schools Program. This year, LB 5 was signed into law. LB 5 allows for school districts to designate a staff member as a “military liaison” to identify and support military-connected students. LB 5 does not impose any requirements on schools. Rather, LB 5 is optional for each district, and each Board can determine if they would like to participate in the program or not.

4. Open Meetings Act Update. LB 83 updated and modernized statutory language in the Open Meetings Act. However, LB 83 did not allow public school boards to meet virtually, except in certain emergency situations. As such, public school boards need to continue meeting in-person. Each school district will need to update their Open Meetings Act poster to conform with the new Open Meetings Act language.

5. Title IX. On May 17th, the United States Department of Education announced that it will hold public hearings in June to “gather information for improving enforcement of Title IX of the Education Amendments of 1972.” If the federal government begins revising the recently enacted Title IX regulations, districts may need to update their Title IX policies in the middle of the school year. Until then, we will wait to see what happens.

6. Safety Hotline. LB 322 creates the “School Safety and Security Reporting System,” where individuals can report concerns about students to a statewide reporting system. LB 322 requires the Nebraska Department of Education to undertake certain efforts, but there is nothing in LB 322 that requires a change to board policies.

7. Substitute Teaching. LB 147 focused largely on transitioning the administration of the Omaha School Employees’ Retirement System to the Nebraska Public Employees Retirement Systems. LB 147 also included provisions that would generally allow a retired or terminated employee to substitute teach up to eight days per month. With that being said, LB 147 includes the following language: “Nothing in this subdivision precludes an employer from adopting a policy which limits or denies employees who have terminated employment from providing voluntary or substitute service within one hundred eighty days after termination.” We presume that most schools do not want a policy that limits the ability of terminated employees from volunteering or substitute teaching. However, if your district would like a policy to reflect this prohibition, please let us know.

8. Student Discipline Data. LB 154 requires the Nebraska Department of Education to implement a statewide system for tracking individual student discipline. LB 154 does not require any policy change or update, but LB 154 requires that each school “designate at least one discipline data coordinator for the purposes of gathering and reporting the discipline data required pursuant to [LB 154].” A school district can presumably designate the data coordinator without needing formal board action.

9. Transition Services. LB 527 changed the law regarding transition services. Under the old law, each school district was required to begin providing transition services to students with disabilities no later than the age of 16. LB 527 modified that law to provide that schools are now required to begin providing transition services to students to age 14. LB 527 does not require a policy change, but each district should ensure that their transition services will comply with LB 527.

10. Budget Notice. LB 528 amended 13-506, the statute governing the public hearings on proposed budgets, to require that each school district include the following statement in the notice:

For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: [Insert Internet address for the web site established pursuant to section 5 of this act]. In addition, each school district shall electronically publish such statement on the school district web site. Such electronic publication shall be prominently displayed with an active link to the Internet address for the web site established pursuant to section 5 of this act to allow the public access to the information.

LB 528 requires NDE to create a website to include data and information about school district finances. We will send out the Internet address once we learn the website address.

11. Student Identification Cards. LB 528 requires that, beginning with the 2022-2023 school year, all school districts require the telephone number for a national suicide prevention hotline, a local suicide prevention hotline, or a crisis text line is printed on each new student identification card issued to a student enrolled in a middle school grade or a high school grade. LB 528 does not require schools to begin issuing student identification cards if the school does not currently issue student identification cards. If a district issues student identification cards, then that school should ensure that identification cards next year (2022-2023) comply with the new law.

12. Financial Literacy. LB 452 requires that, beginning with the 2022-2023 school year, each school district “in consultation with the State Department of Education, shall include financial literacy instruction, as appropriate, in the instructional program of its elementary and middle schools and require each student to complete at least one five-credit high school course in personal finance or financial literacy prior to graduation.” In addition, on or before December 31, 2024, each school district must “provide an annual financial literacy status report to its school board, including, but not limited to, student progress in financial literacy courses and other district determined measures of financial literacy progress from the previous school year.” Since these requirements are not effective until next school year (2022-2023), we will wait to update the associated policies until next summer (2022).

13. Seizure Safe Schools Act. LB 639 generally requires certain training and planning for students with seizures. Most schools already comply with LB 639. However, since LB 639 is not effective until the 2022-2023 school year, we will wait to update the associated policies until next summer (2022).

14. Property Tax Request Act. LB 644 generally imposes new requirements on political subdivisions seeking to increase its property tax request by the allowable growth percentage. Although LB 644 does not require any policy update, school districts will need to become familiar with these new requirements over this summer. We will provide more information on LB 644 in the coming weeks.

15. United States Supreme Court Case. Over the next month or two, the United States Supreme Court is expected to release its opinion in *Mahanoy Area School District v. B.L.* The Supreme Court's opinion will likely address how off-campus, social media speech interacts with the First Amendment. Depending on how the Court rules, we may need to update student handbooks and extracurricular handbooks to reflect the high court's ruling.

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

K-8

Amplify.

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-75607-1
Date: 5/27/2021
Expires On: 6/26/2021

*Estimated
Yearly Expense - \$4,983.04
- Books and online
access*

Customer Contact Information

Joe Wiechman
KENESAW PUBLIC SCHOOL DIST 3
402-752-3215
jwiechman@kenesawschools.org

Amplify Contact Information

Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcdonald@amplify.com

*plus any
materials that
need to be
replenished.*

1 Year Print and Digital Licenses

Grade K

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade K Digital Teacher License - 1yr (2021-2022)	\$75.00	0	1	\$75.00
Amplify Science Elementary School: Grade K Kits	\$2,615.00	0	1	\$2,615.00
Amplify Science Kindergarten Investigation Notebook Bundle (1 qty per unit)	\$5.97	0	20	\$119.40
Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit)	\$140.00	1	0	\$0.00
TOTAL				\$2,809.40

Grade 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 1 Digital Teacher License - 1yr (2021-2022)	\$75.00	0	1	\$75.00
Amplify Science Elementary School: Grade 1 Kits	\$2,515.00	0	1	\$2,515.00
Amplify Science Grade 1 Investigation Notebook Bundle (1 qty per unit)	\$5.97	0	20	\$119.40
Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit)	\$140.00	1	0	\$0.00
TOTAL				\$2,709.40

\$388.80 ✓

Grade 2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 2 Digital Teacher License - 1yr (2021-2022)	\$75.00	0	1	\$75.00
Amplify Science Elementary School: Grade 2 Kits	\$2,555.00	0	1	\$2,555.00
* Amplify Science Grade 2 Investigation Notebook Bundle (1 qty per unit) <i>for website</i>	\$8.97	0	20	\$179.40
Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit)	\$140.00	1	0	\$0.00
TOTAL				\$2,809.40

Grade 3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 3 Digital Teacher License - 1yr (2021-2022)	\$100.00	0	1	\$100.00
Amplify Science Elementary School: Grade 3 Kits	\$4,175.00	0	1	\$4,175.00
<i>Bundle of 25</i> Amplify Science Grade 3 Investigation Notebook Bundle (1 qty per unit)	\$11.96	0	20	\$239.20
Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit)	\$180.00	1	0	\$0.00
TOTAL				\$4,514.20

Grade 4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 4 Digital Teacher License - 1yr (2021-2022)	\$100.00	0	1	\$100.00
Amplify Science Elementary School: Grade 4 Kits	\$3,440.00	0	1	\$3,440.00
Amplify Science Grade 4 Investigation Notebook Bundle (1 qty per unit)	\$11.96	0	20	\$239.20
Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit)	\$180.00	1	0	\$0.00
TOTAL				\$3,779.20

Grade 5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 5 Digital Teacher License - 1yr (2021-2022)	\$100.00	0	1	\$100.00
Amplify Science Elementary School: Grade 5 Kits	\$3,115.00	0	1	\$3,115.00
Amplify Science Grade 5 Investigation Notebook Bundle (1 qty per unit)	\$11.96	0	20	\$239.20
Amplify Science Elementary School: Grade 5 Print Teacher Guides (1 qty per unit)	\$180.00	1	0	\$0.00
TOTAL				\$3,454.20

\$1,272.00 ✓

Grade 6

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2021-2022)	\$25.00	0	24	\$600.00
Amplify Science Middle School: Grade 6 Integrated Course Model Kits	\$2,914.00	0	1	\$2,914.00
Amplify Science Grade 6 Investigation Notebook Bundle (1 qty per unit)	\$26.91	0	24	\$645.84
Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit)	\$300.00	1	0	\$0.00
TOTAL				\$4,159.84

Grade 7

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science Full Year Grade 7 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2021-2022)	\$25.00	0	20	\$500.00
Amplify Science Middle School: Grade 7 Integrated Course Model Kits	\$3,265.00	0	1	\$3,265.00
Amplify Science Grade 7 Investigation Notebook Bundle (1 qty per unit)	\$26.91	0	20	\$538.20
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit)	\$300.00	1	0	\$0.00
TOTAL				\$4,303.20

Grade 8


PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science Full Year Grade 8 Course - Integrated Model - LICENSE - UPFRONT - 1yr (2021-2022)	\$25.00	0	20	\$500.00
Amplify Science Middle School: Grade 8 Integrated Course Model Kits	\$3,525.00	0	1	\$3,525.00
Amplify Science Grade 8 Investigation Notebook Bundle (1 qty per unit)	\$26.91	0	20	\$538.20
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit)	\$300.00	1	0	\$0.00
TOTAL				\$4,563.20

Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$3,836.76	\$3,836.77

GRAND TOTAL

\$36,938.81

\$ 3,322.24 ✓


Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2021 until 06/30/2022.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").

2. **License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. **Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF

CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products. (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

6 year

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-84960-1
Date: 7/12/2021
Expires On: 8/11/2021

Customer Contact Information

Joe Wiechman
KENESAW PUBLIC SCHOOL DIST 3
402-752-3215
jwiechman@kenesawschools.org

Amplify Contact Information

Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcDonald@amplify.com

1 Year Print and Digital Licenses

Grade K (15)

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade K Digital Teacher License - 6yr (2021-2027)	\$405.00	0	1	\$405.00
Amplify Science Elementary School: Grade K Kits	\$2,615.00	0	1	\$2,615.00
Amplify Science Kindergarten Investigation Notebook Bundle (1 qty per unit)	\$35.82	0	20	\$716.40
Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit)	\$140.00	1	0	\$0.00
TOTAL				\$3,736.40

Grade 1 (18)

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 1 Digital Teacher License - 6yr (2021-2027)	\$405.00	0	1	\$405.00
Amplify Science Elementary School: Grade 1 Kits	\$2,515.00	0	1	\$2,515.00
Amplify Science Grade 1 Investigation Notebook Bundle (1 qty per unit)	\$35.82	0	20	\$716.40
Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit)	\$140.00	1	0	\$0.00
TOTAL				\$3,636.40

Grade 2 (21)

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 2 Digital Teacher License - 6yr (2021-2027)	\$405.00	0	1	\$405.00
Amplify Science Elementary School: Grade 2 Kits	\$2,555.00	0	1	\$2,555.00
Amplify Science Grade 2 Investigation Notebook Bundle (1 qty per unit)	\$53.82	0	20	\$1,076.40
Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit)	\$140.00	1	0	\$0.00
TOTAL				\$4,036.40

Grade 3 (15)

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 3 Digital Teacher License - 6yr (2021-2027)	\$540.00	0	1	\$540.00
Amplify Science Elementary School: Grade 3 Kits	\$4,175.00	0	1	\$4,175.00
Amplify Science Grade 3 Investigation Notebook Bundle (1 qty per unit)	\$71.76	0	20	\$1,435.20
Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit)	\$180.00	1	0	\$0.00
TOTAL				\$6,150.20

Grade 4 (16)

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 4 Digital Teacher License - 6yr (2021-2027)	\$540.00	0	1	\$540.00
Amplify Science Elementary School: Grade 4 Kits	\$3,440.00	0	1	\$3,440.00
Amplify Science Grade 4 Investigation Notebook Bundle (1 qty per unit)	\$71.76	0	20	\$1,435.20
Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit)	\$180.00	1	0	\$0.00
TOTAL				\$5,415.20

Grade 5 (17)

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 5 Digital Teacher License - 6yr (2021-2027)	\$540.00	0	1	\$540.00
Amplify Science Elementary School: Grade 5 Kits	\$3,115.00	0	1	\$3,115.00
Amplify Science Grade 5 Investigation Notebook Bundle (1 qty per unit)	\$71.76	0	20	\$1,435.20
Amplify Science Elementary School: Grade 5 Print Teacher Guides (1 qty per unit)	\$180.00	1	0	\$0.00
TOTAL				\$5,090.20

Grade 6 (25)

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 6yr (2021-2027)	\$86.00	0	24	\$2,064.00
Amplify Science Middle School: Grade 6 Integrated Course Model Kits	\$2,914.00	0	1	\$2,914.00
Amplify Science Grade 6 Investigation Notebook Bundle (1 qty per unit)	\$161.46	0	24	\$3,875.04
Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit)	\$300.00	1	0	\$0.00
TOTAL				\$8,853.04

Grade 7 (21-22)

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science Full Year Grade 7 Course - Integrated Model - LICENSE - UPFRONT - 6yr (2021-2027)	\$86.00	0	20	\$1,720.00
Amplify Science Middle School: Grade 7 Integrated Course Model Kits	\$3,265.00	0	1	\$3,265.00
Amplify Science Grade 7 Investigation Notebook Bundle (1 qty per unit)	\$161.46	0	20	\$3,229.20
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit)	\$300.00	1	0	\$0.00
TOTAL				\$8,214.20

Grade 8 (19)

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science Full Year Grade 8 Course - Integrated Model - LICENSE - UPFRONT - 6yr (2021-2027)	\$86.00	0	20	\$1,720.00
Amplify Science Middle School: Grade 8 Integrated Course Model Kits	\$3,525.00	0	1	\$3,525.00
Amplify Science Grade 8 Investigation Notebook Bundle (1 qty per unit)	\$161.46	0	20	\$3,229.20
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit)	\$300.00	1	0	\$0.00
TOTAL				\$8,474.20

Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$6,149.19	\$6,149.19

GRAND TOTAL

\$59,755.43

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2021 until 06/30/2027.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or credit card authorization form
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402
- Please do not mail credit card authorization forms.

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. **License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. **Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).
5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF

CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

8 year

Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-84963-1
Date: 7/12/2021
Expires On: 8/11/2021

Customer Contact Information

Joe Wiechman
KENESAW PUBLIC SCHOOL DIST 3
402-752-3215
jwiechman@kenesawschools.org

Amplify Contact Information

Kristin McDonald
Senior Account Executive
(515) 240-0244
kmcDonald@amplify.com

1 Year Print and Digital Licenses

Grade K

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade K Digital Teacher License - 8yr (2021-2029)	\$516.00	0	1	\$516.00
Amplify Science Elementary School: Grade K Kits	\$2,615.00	0	1	\$2,615.00
Amplify Science Kindergarten Investigation Notebook Bundle (1 qty per unit)	\$47.76	0	20	\$955.20
Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit)	\$140.00	1	0	\$0.00
TOTAL				\$4,086.20

Grade 1

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 1 Digital Teacher License - 8yr (2021-2029)	\$516.00	0	1	\$516.00
Amplify Science Elementary School: Grade 1 Kits	\$2,515.00	0	1	\$2,515.00
Amplify Science Grade 1 Investigation Notebook Bundle (1 qty per unit)	\$47.76	0	20	\$955.20
Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit)	\$140.00	1	0	\$0.00
TOTAL				\$3,986.20

Grade 2

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 2 Digital Teacher License - 8yr (2021-2029)	\$516.00	0	1	\$516.00
Amplify Science Elementary School: Grade 2 Kits	\$2,555.00	0	1	\$2,555.00
Amplify Science Grade 2 Investigation Notebook Bundle (1 qty per unit)	\$71.76	0	20	\$1,435.20
Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit)	\$140.00	1	0	\$0.00
TOTAL				\$4,506.20

Grade 3

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 3 Digital Teacher License - 8yr (2021-2029)	\$688.00	0	1	\$688.00
Amplify Science Elementary School: Grade 3 Kits	\$4,175.00	0	1	\$4,175.00
Amplify Science Grade 3 Investigation Notebook Bundle (1 qty per unit)	\$95.68	0	20	\$1,913.60
Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit)	\$180.00	1	0	\$0.00
TOTAL				\$6,776.60

Grade 4

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 4 Digital Teacher License - 8yr (2021-2029)	\$688.00	0	1	\$688.00
Amplify Science Elementary School: Grade 4 Kits	\$3,440.00	0	1	\$3,440.00
Amplify Science Grade 4 Investigation Notebook Bundle (1 qty per unit)	\$95.68	0	20	\$1,913.60
Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit)	\$180.00	1	0	\$0.00
TOTAL				\$6,041.60

Grade 5

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science ES: Grade 5 Digital Teacher License - 8yr (2021-2029)	\$688.00	0	1	\$688.00
Amplify Science Elementary School: Grade 5 Kits	\$3,115.00	0	1	\$3,115.00
Amplify Science Grade 5 Investigation Notebook Bundle (1 qty per unit)	\$95.68	0	20	\$1,913.60
Amplify Science Elementary School: Grade 5 Print Teacher Guides (1 qty per unit)	\$180.00	1	0	\$0.00
TOTAL				\$5,716.60

Grade 6

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science Full Year Grade 6 Course - Integrated Model - LICENSE - UPFRONT - 8yr (2021-2029)	\$89.00	0	24	\$2,136.00
Amplify Science Middle School: Grade 6 Integrated Course Model Kits	\$2,914.00	0	1	\$2,914.00
Amplify Science Grade 6 Investigation Notebook Bundle (1 qty per unit)	\$215.28	0	24	\$5,166.72
Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit)	\$300.00	1	0	\$0.00
TOTAL				\$10,216.72

Grade 7

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science Full Year Grade 7 Course - Integrated Model - LICENSE - UPFRONT - 8yr (2021-2029)	\$89.00	0	20	\$1,780.00
Amplify Science Middle School: Grade 7 Integrated Course Model Kits	\$3,265.00	0	1	\$3,265.00
Amplify Science Grade 7 Investigation Notebook Bundle (1 qty per unit)	\$215.28	0	20	\$4,305.60
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit)	\$300.00	1	0	\$0.00
TOTAL				\$9,350.60

Grade 8

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL PRICE
Amplify Science Full Year Grade 8 Course - Integrated Model - LICENSE - UPFRONT - 8yr (2021-2029)	\$89.00	0	20	\$1,780.00
Amplify Science Middle School: Grade 8 Integrated Course Model Kits	\$3,525.00	0	1	\$3,525.00
Amplify Science Grade 8 Investigation Notebook Bundle (1 qty per unit)	\$215.28	0	20	\$4,305.60
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit)	\$300.00	1	0	\$0.00
TOTAL				\$9,610.60

Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL PRICE
Amplify Shipping and Handling	\$7,074.16	\$7,074.16

GRAND TOTAL

\$67,365.48

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2021 until 06/30/2029.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. **License.** Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. **Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).
5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF

CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Employment Agreement Amendment

This AMENDMENT AGREEMENT is made on _____ to the Contract of Employment dated March 15, 2021 between Board of Education of Kenesaw Public School, Adams County District No. 0003, and Joseph Wiechman.

WHEREAS, the parties hereto desire to amend the Contract of Employment as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Contract, as amended, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The Principal's actual duties shall commence on the date determined by the Board of Education and/or Superintendent of Schools and will end on the 210th day of service. Five of the 210 contract days will be considered flexible working days. The Principal will be allowed to schedule these days outside of the 184 contracted teacher days, and the 21 scheduled administrator days. Flex days must be approved by the Superintendent and documented.

Entire Agreement

The Contract, as amended by this Amendment, and the Exhibits and Schedules thereto, contains the entire contract between the parties hereto and there are no agreements, warranties or representations which are not set forth therein or herein. This Amendment may not be modified or amended except by an instrument in writing duly signed by or on behalf of the parties hereto.

Governing Law

This Amendment shall be governed by and construed and enforced in accordance with all applicable state and federal laws.

Signatures

This Amendment shall be signed on behalf of Board of Education of Kenesaw Public School, Adams County District No. 0003 by Cynthia M Olsen, its President, Board of Education, by Shandra Uden, its Secretary, Board of Education, and by Joseph Wiechman.

By: _____ Date: _____
Cynthia M Olsen, President, Board of Education of Kenesaw Public School

By: _____ Date: _____
Shandra Uden, Secretary, Board of Education of Kenesaw Public School

By: _____ Date: _____
Joseph Wiechman, Principal

Attachment of the Contract of Employment

Employment Agreement Amendment

This AMENDMENT AGREEMENT is made on _____ to the Contract of Employment dated March 15, 2021 between Board of Education of Kenesaw Public School, Adams County District No. 0003, and Nicole J. LeClaire.

WHEREAS, the parties hereto desire to amend the Contract of Employment as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained in the Contract, as amended, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

The Principal's actual duties shall commence on the date determined by the Board of Education and/or Superintendent of Schools and will end on the 210th day of service. Five of the 210 contract days will be considered flexible working days. The Principal will be allowed to schedule these days outside of the 184 contracted teacher days, and the 21 scheduled administrator days. Flex days must be approved by the Superintendent and documented.

Entire Agreement

The Contract, as amended by this Amendment, and the Exhibits and Schedules thereto, contains the entire contract between the parties hereto and there are no agreements, warranties or representations which are not set forth therein or herein. This Amendment may not be modified or amended except by an instrument in writing duly signed by or on behalf of the parties hereto.

Governing Law

This Amendment shall be governed by and construed and enforced in accordance with all applicable state and federal laws.

Signatures

This Amendment shall be signed on behalf of Board of Education of Kenesaw Public School, Adams County District No. 0003 by Cynthia M Olsen, its President, Board of Education, by Shandra Uden, its Secretary, Board of Education, and by Nicole J. LeClaire.

By: _____ Date: _____
Cynthia M Olsen, President, Board of Education of Kenesaw Public School

By: _____ Date: _____
Shandra Uden, Secretary, Board of Education of Kenesaw Public School

By: _____ Date: _____
Nicole J. LeClaire, Principal

Attachment of the Contract of Employment

Lunch and Breakfast Prices for 21-22 -

The last time that we made changes to our meal prices was for the 19-20 school year. Last year, 20-21, the meals were free to all students. Meals will again be free to all students for the 21-22 school year. Currently, our prices are set at the following amounts:

Breakfast Costs--

Breakfast - All students	\$2.10
Adult Breakfast	\$2.35

Lunch Costs--

Elementary Lunch	\$2.75	
HS Lunch	\$2.95	
Adult Lunch	\$3.65	
Extras	\$1.00	
Milk	\$0.40	Recommended to charge \$0.45 for extra milk 21-22

KENESAW PUBLIC SCHOOL

PURCHASE ORDER
AND
CLAIM VOUCHER

110 N. FIFTH AVE.
P.O. BOX 129
KENESAW, NE 68956
TELEPHONE NO. 402-752-3215
FAX NO. 402-752-3579

NO: **2019 -**
*Show this purchase Order No.
on Invoice and on outside of
each package and carton.*

VENDOR:

Teacher Computers
Technology needs

DELIVER TO:

KENESAW PUBLIC SCHOOL
P.O. BOX 129
110 N. FIFTH AVE.
KENESAW, NE 68956

*BILL TO: KENESAW PUBLIC SCHOOL
P.O. BOX 129 KENESAW, NEBRASKA 68956*

DATE ISSUED		DELIVERY DATE	Staff Name	BUDGET CODE		
QUANTITY AND UNIT	CATALOG NUMBER	DESCRIPTION		UNIT COST	TOTAL EST. COST	TOTAL ACTUAL COST
					0.00	0.00
1		Apple Mac Book (Library)		1,199.00	1,199.00	1,199.00
2		Apple Mac Book (1st & 4th grade)		1,199.00	2,398.00	2,398.00
1		Apple Mac Book (Special Ed Elm)		1,199.00	1,199.00	1,199.00
1		Dell Computer (High School SS)		0.00	0.00	0.00
2		Apple Mac Book (HS English & Art		1,199.00	2,398.00	2,398.00
9		USB-C adapter		69.00	621.00	621.00
				SUBTOTAL	\$ 7,815.00	

INSTRUCTIONS TO VENDORS: <small>SUBMIT TWO COPIES OF YOUR ITEMIZED INVOICE TO THIS OFFICE</small> dkrontz@kenesawschools.org FEDERAL TAX ID NO. 05-000783870	State Sales Tax	Exempt	Exempt
	Federal Excise Tax	Exempt	Exempt
	Transportation Charges If Added		
	TOTAL CHARGES	\$	7,815.00

ADMINISTRATOR:	DATE:	NOTES

**PLEASE FILL OUT ALL HIGHLIGHTED AREAS AND ATTACH TO YOUR FOUNDATION REQUEST FORM.
ALSO PLEASE PRINT A COPY OF THE ITEM/S YOU WISH TO PURCHASE AND ATTACH TO THE PO.**

Plan for Staff Development

A detailed, written plan for staff development will be presented to the board at the August Board Meeting. Here are some of the Professional Development opportunities we are planning to focus on.

- **Implementation of PLCs** - We will be using one PLC day each month for teachers to work in a true PLC environment. Teachers will be collaborating with each other in their team discussing best instructional practices, writing of assessments, grading student work, reviewing student data, determining interventions and assigning responsibilities
- **Implementation of the K-8 Amplify Science Resource** - Professional Development time will be devoted to training teachers on Amplify Science and making certain that it is implemented with fidelity.
- **MTSS** - The elementary spent some time last year learning about the MTSS model and focusing primarily on Tier 1 of this three tier model. **Tier 1** is what all students need and should get. When there is a strong Tier 1, teachers are using best instructional practices with a strong curriculum. Students that do not learn essential skills are retaught, allowed additional time to practice these skills, and reassessed to determine if they have met the determined level of proficiency. When a school has a strong Tier 1, less students are tested for special education which allows special education teachers to focus solely on the students that really need their support. Tier 1 should meet the needs of 80-85% of the student population. The **Tier 2** level is for students that are one year behind grade level. These students need some extra support and intervention to catch them back up to grade level. This takes place during an intervention time where teachers focus on support specific skills that have been identified as not at the proficiency level. Tier 2 is typically 15-20% of the student population. **Tier 3** is for students that are more than one year behind grade level. These students need intensive interventions. This tier represents about 5% of the student population. Begin to work with high school staff on MTSS and how it can best be used at this level.
- **Marzano Instructional Model** - We will continue to provide professional development on the Marzano elements. The teachers selected 11 focus elements which we are still working on and it will be important to expand to the other elements as well. Part of the teacher goal setting will involve utilizing the Marzano elements in their classrooms. Implementing what has been learned will be a primary focus.
- **CTE** - Some teachers will need support with the Career & Technical Education (CTE) classes that are part of the tracks that have been developed.
- **Standards and Curriculum Alignment** - We will continue to move forward with the work we have already done on Standards and Curriculum Alignment. ESU 9 has plans to expand in this area and we may look to work more closely with them. My goal is to have a written document that identifies Essential Standards, level of rigor and is tied to a quality resource. In addition, teachers will include Essential Vocabulary, appropriately writtent assessments, and grading procedures. Much of this work will take place during the summer and we will pay teachers for their work.

- **Technology at the Teacher Level** - Work with ESU 9 to provide technology opportunities for teachers that can be used in their classroom to augment learning. Also work with Christian to provide Technology PD multiple times during the school year.
- **Reading Instruction PD - LaRaeSha Kugel** worked with the elementary staff last year. The focus here was MTSS and Reading. We will discuss if there is a need to continue with this work. The best thing about this was that it took place at the teacher level. LaRaesha was able to watch teachers teach and provide suggestions on improvement. LaRaesha was also able to teach a class of students and the classroom teacher could then observe her teaching. This is a great way to build teacher skills.
- **NWEA MAP Training** - Training for all teachers on MAP. We will look into hosting a Data Day where teachers work together to review student testing data.
- **Setting Proficiency Levels** - This ties directly with our Marzano work. It will be important for teachers to be able to identify whether or not a student has met proficiency. If they have not, then what actions must follow?
- **Writing and Using Formative Assessments**- Teachers have had some training on this already - last year at the high school. We will determine if any further PD is necessary for our staff.
- **Goal Setting (Plan Setting) for Students** - What does this look like? How do you set goals? How do you celebrate student success?
- **Essential Vocabulary** - Training for teachers on how to best teach and assess content vocabulary. Teachers should identify 25-30 key content vocabulary terms that students must learn prior to moving to the next grade level of exiting the class.