

Board of Education Regular Meeting
Room 503, West Building, Genoa, NE 68640
816 Willard Avenue
Genoa, NE 68640
Monday, July 16, 2018 7:30 PM

David Baxa:	Present
Joe Beck:	Present
John Nelson:	Present
John Reeg:	Present
Jennifer Swantek:	Present
Jason Urkoski:	Present

1. Meeting Called to Order
 - 1.1. Open Meeting Law
 - 1.2. Meeting Properly Published and Posted
 - 1.3. Rules For Public Participation Stated
2. Roll Call
 - 2.1. Excused/Unexcused Absences
3. Approval of Agenda
4. Approval of Minutes of Previous Meetings
5. Treasurer's Financial Report
6. Approval of Claims
7. Reports of Administrators and Committees
 - 7.1. Visitors
 - 7.2. Principal's Reports
 - 7.3. Activities Report
 - 7.4. Superintendent Report
 - 7.5. Board of Education Report
8. Old Business

- 8.1. Consider and Take Possible Action to Approve Agreement for Speech Path Services
9. New Business
 - 9.1. Consider and Take Possible Action to Start a Baseball Program
 - 9.2. Hearing - Student Fees
 - 9.3. Consider and Take Possible Action to Approve New Coach's Evaluation Instrument
 - 9.4. Consider and Take Possible Action to Accept Milk Bid
 - 9.5. Consider and Take Possible Action to Increase Meal Prices \$.010 for The 18 - 19 School Year
 - 9.6. Consider and Take Possible Action to Re-Approve Policy 2008, Meetings
 - 9.7. Report to Board About District's Multi-Cultural Education Process
 - 9.8. Consider and Take Possible Action to Renew Service Agreement for HVAC System
 - 9.9. Consider and Take Possible Action to Approve Amendments to Policies
 - 9.10. Consider and Take Possible Action to Rescind Policy 5027, Sexual Harassment of Students by Other Students
 - 9.11. Consider and Take Possible Action to Adopt Policy 6036, Reading Instruction And Intervention Services
 - 9.12. Consider and Take Possible Action to Declare Lunch Tables Insufficient For School Purposes.
 - 9.13. Consider and Take Possible Action to Approve Contract with Genoa Community Hospital for School Nurse Services
 - 9.14. Consider and Take Possible Action to Debar Connecting Point from Service Arrangements with District for Two Years
 - 9.15. Consider and Take Possible Action to Rebid for the ASUS Chromebook Laptops
 - 9.16. Consider and Take Possible Action to Approve Use of Local Substitute Teachers
 - 9.17. Consider and Take Possible Action to Approve Interlocal Agreement with CCC for Math Course
 - 9.18. Consider and Take Possible Action to Accept Resignation(s)
10. Date, Time, and Location of Next Meeting

11. Consider and Take Possible Action for the Board of Education to Enter Executive Session

12. Adjournment

Jennifer Swantek, Board President

Dan Preister, Board Secretary

2008 Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public. Notice of regular and special meetings shall be posted in three prominent places within the school district. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting in a newspaper of general circulation within the district if, in the opinion of the superintendent, it is convenient and useful to do so.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which

notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay and the updated date, time, and location of the postponed meeting to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and may be published on the school district's website.

Adopted on: August 7, 2017

Re-approved on:

Revised on: _____

Reviewed on: _____

Board of Education Regular Meeting
Room 503, West Building, Genoa, NE 68640
Room 503
West Building
Genoa, NE 68640
Thursday, June 14, 2018 7:30 PM

Dave Baxa:	Present
Joe Beck:	Present
John Nelson:	Absent
John Reeg:	Present
Mrs. Jennifer Swantek:	Present
Jason Urkoski:	Present

1. Meeting Called to Order

1.1. Open Meeting Law

1.2. Meeting Properly Published and Posted

1.3. Rules For Public Participation Stated

2. Roll Call

2.1. Excused/Unexcused Absences

Motion to Excuse Absence of John Nelson Passed with a motion by Joe Beck and a second by Dave Baxa.

Dave Baxa: Yea, Joe Beck: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

3. Approval of Agenda

Motion to Approve Agenda Passed with a motion by Jason Urkoski and a second by Mrs. Jennifer Swantek.

Dave Baxa: Yea, Joe Beck: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

4. Approval of Minutes of Previous Meetings

Motion to Approve Minutes of Previous Meetings Passed with a motion by Joe Beck and a second by Jason Urkoski.

Dave Baxa: Yea, Joe Beck: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

5. Program Spotlight

No Program Spotlight.

6. Treasurer's Financial Report

Motion to Approve Treasurer's Financial Report Passed with a motion by Dave Baxa and a second by Mrs. Jennifer Swantek.

Dave Baxa: Yea, Joe Beck: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

7. Approval of Claims

Motion to Approve Claims Passed with a motion by Dave Baxa and a second by Joe Beck.

Dave Baxa: Yea, Joe Beck: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

8. Reports of Administrators and Committees

8.1. Visitors

No visitor's spoke.

8.2. Principal's Reports

Pre K-6 Principal's Report:

Custodians and summer help continue to clean and prepare classrooms for next Fall. Administration is working on handbooks, reporting to the state, schedules, and inservice planning. Member of Twin River's MTSS Steering Committee met with UNL-NDE MTSS staff to review our year and staff survey. Twin River again received excellent marks and is a leader in the state with our established MTSS process. Student News-Central Honors Institute (CHI)- one Twin River students accepted for summer program (Alexis Cherry), and UNK—2018 Digital Expressions Media Camp (Ryan Range).

High School Principal's Report:

Meetings and Workshops - 5/23 - School Improvement meeting with Otis Pierce at ESU7. 6/4-7 - PBL 101 and PBL follow up workshop at Twin River.

General Business - End of year state reporting, working with school improvement in preparation for external visit next spring, summer cleaning and preparing for students next fall.

8.3. Activities Report

The application has been submitted for Twin River to host district softball again, they will find out in August if they were selected. Mr. Zysset worked with Mr. Metzger and Mr. Heier to update handbooks and make sure they align with updated board policy. Schedules are being finalized for 2018-2019, preparing for start of next school year.

8.4. Superintendent Report

Superintendent's Report:

Food Program - This program is going along nicely. Attendance has been up and down, but still decent. They are watching the bottom line. If the district starts losing money, they can shut down a site. PBL Training - Last week, PBL training took place for the staff who could not attend last year. Dr. Weidner was very pleased with the efforts of the staff in developing a PBL lesson for this coming year. There were 17 staff members in attendance. The PBL 201 level training had 13 staff member attend. Baseball - Last Wednesday, Dr. Weidner held a community input meeting about the possibility of baseball. Twin River has enough boys interested so they would like to try their own program. The feeling is if they get an established program, maybe the neighboring district will join them. They need to pay attention to Title IX stipulations. As it now stands, Twin River offers one more boys' program than girls'. They are unsure if they are two up for the boys, which could draw some unwanted attention from Civil Rights. Next month's agenda will include the

adoption of changes to policies as a result of recent legislation. Also some hearings will be held for student fees, etc.

8.5. Board of Education Report

No report given.

9. Old Business

9.1. Consider and Take Possible Action to Approve Contract for Asst. Principal/A.D.

Motion to Approve Contract for Assistant Principal/ Activities Director Passed with a motion by Dave Baxa and a second by Joe Beck.

Dave Baxa: Yea, Joe Beck: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

10. New Business

10.1. Consider and Approve Contract for Tele-therapy Speech Path Services

Motion to Table Contract for Tele-therapy Speech Path Services until next month and look into contracting through other facilities Passed with a motion by Joe Beck and a second by Jason Urkoski.

Dave Baxa: Yea, Joe Beck: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

10.2. Consider and Accept Bid for Chromebooks

Motion to Accept Bid for Chromebooks and Approve Connecting Point Bid Passed with a motion by Jason Urkoski and a second by Mrs. Jennifer Swantek.

Dave Baxa: Yea, Joe Beck: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

11. Date, Time, and Location of Next Meeting

Motion to Approve Next Board Meeting on: Date: July 16, 2018 Time: 7:30 p.m. Location:

Room 503, West Building, Genoa Site Passed with a motion by Jason Urkoski and a second by Mrs. Jennifer Swantek.

Dave Baxa: Yea, Joe Beck: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

12. Executive Session

No executive session.

13. Adjournment

Motion to Adjourn at 8:08 p.m. Passed with a motion by Dave Baxa and a second by Joe Beck.

Dave Baxa: Yea, Joe Beck: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

Jamie Held, Board Secretary

John Reeg, Board President

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name	Direct Deposit
Invoice	Invoice Date	PO Number	Ereq Num	Accrued
Account Number	Account Description	PO Date	Description	Payment
			Payable	

Journal Number: 730 Check Journal Posted: 07/12/2018

Computer Checks

1 - GENERAL FUND

Bank Account :A - Genoa Natl Bank Gen

00026512	07/12/2018	ACEHARD	Ace Hardware & Garden Center			
	15093, 151298	07/11/2018		07/11/2018	supplies	
1-2610-410-0-00			Supplies			-18.96 18.96
					Invoice Total:	-18.96 18.96
					Check Total:	-18.96 18.96
00026513	07/12/2018	ADVAWATE	Advanced Water Company, Inc.			
	7857	07/11/2018		07/11/2018	water treatment	
1-2620-318-0-00			Contracted Services/maintenan			-2,000.00 2,000.00
					Invoice Total:	-2,000.00 2,000.00
					Check Total:	-2,000.00 2,000.00
00026514	07/12/2018	AJGENOA	John Sellhorst			
	July 2018	07/11/2018		07/11/2018	fuel	
1-2190-670-2-02			Travel Expense & Mileage			-243.26 243.26
1-2750-336-0-00			Gas And Oil			-627.26 627.26
					Invoice Total:	-870.52 870.52
					Check Total:	-870.52 870.52
00026515	07/12/2018	BANKOFAMER	Bank of America			
	0554 July 2018	07/11/2018		07/11/2018	workshops/conference/travel	
1-2320-670-0-00			Travel Expense & Mileage			-2,848.50 2,848.50
					Invoice Total:	-2,848.50 2,848.50
	2810 July 2018	07/11/2018		07/11/2018	travel/conference	
1-2410-670-2-02			Travel Expense & Mileage			-1,390.47 1,390.47
					Invoice Total:	-1,390.47 1,390.47
	4955 July 2018	07/11/2018		07/11/2018	supplies/FCCLA	
1-1199-410-1-01			Supplies			-919.00 919.00
1-1199-410-2-02			Supplies			-1,000.20 1,000.20
1-2190-690-2-02			Other/miscellaneous			-403.78 403.78
					Invoice Total:	-2,322.98 2,322.98
	9607 July 208	07/11/2018		07/11/2018	conference	
1-2410-670-1-01			Travel Expense & Mileage			-941.82 941.82
					Invoice Total:	-941.82 941.82
					Check Total:	-7,503.77 7,503.77
00026516	07/12/2018	BIGRED	Big Red Sanitation			
	July 2018	07/11/2018		07/11/2018	garbage Silver Creek	
1-2610-323-0-00			Water-sewer-garbage			-176.00 176.00
					Invoice Total:	-176.00 176.00
					Check Total:	-176.00 176.00
00026517	07/12/2018	BLACHILL	Black Hills Energy			
	July 2018 A	07/11/2018		07/11/2018	balanced billing	
1-2610-321-0-00			Heat/Fuel			-2,906.80 2,906.80
					Invoice Total:	-2,906.80 2,906.80

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name	PO Date	Description	Payable	Direct Deposit
Invoice	Invoice Date	PO Number	Ereq Num				Accrued
Account Number			Account Description				Payment
July 2018 B	07/11/2018			07/11/2018	balanced billing		
1-2610-321-0-00			Heat/Fuel			-62.26	62.26
					Invoice Total:	-62.26	62.26
					Check Total:	-2,969.06	2,969.06
00026518	07/12/2018	BOONCOUN	Boone County Health Center				
340684	07/11/2018			07/11/2018	Bus physical		
1-2750-690-0-00			Other/miscellaneous			-110.00	110.00
					Invoice Total:	-110.00	110.00
					Check Total:	-110.00	110.00
00026519	07/12/2018	BOYSTOWN	Boy's Town Father Flanagan's Boys				
NIA000167871	07/11/2018			07/11/2018	Sped Services		
1-1221-318-2-02			Contracted Services/maintenan			-3,416.25	3,416.25
					Invoice Total:	-3,416.25	3,416.25
					Check Total:	-3,416.25	3,416.25
00026520	07/12/2018	BRENBUEHL	Brenda Buhl				
July 2018	07/11/2018			07/11/2018	reimbursement		
1-1199-420-1-01			Textbooks			-335.87	335.87
					Invoice Total:	-335.87	335.87
					Check Total:	-335.87	335.87
00026521	07/12/2018	CAERT	CAERT, INC.				
5524	07/11/2018			07/11/2018	Ag Lesson Plans		
1-1450-420-2-02			Textbooks			-1,599.00	1,599.00
					Invoice Total:	-1,599.00	1,599.00
					Check Total:	-1,599.00	1,599.00
00026522	07/12/2018	CARRTOP	Carrot-Top Industries				
37751700	07/11/2018			07/11/2018	supplies		
1-2610-410-0-00			Supplies			-89.99	89.99
					Invoice Total:	-89.99	89.99
					Check Total:	-89.99	89.99
00026523	07/12/2018	CENGAGE	Cengage Learning				
63942685	07/11/2018			07/11/2018	texts-Business		
1-1440-420-2-02			Textbooks			-1,127.50	1,127.50
					Invoice Total:	-1,127.50	1,127.50
					Check Total:	-1,127.50	1,127.50
00026524	07/12/2018	CENTLINK	Century Link				
July 2018	07/11/2018			07/11/2018	phone-SC		
1-2510-342-0-00			Telephone			-239.41	239.41
					Invoice Total:	-239.41	239.41
					Check Total:	-239.41	239.41
00026525	07/12/2018	CENTNEBRA	Central Nebraska Rehab Services				
July 2018	07/11/2018			07/11/2018	May billing SPED		
1-1221-318-1-01			Contracted Services/maintenan			-406.20	406.20
1-1221-318-1-01			Contracted Services/maintenan			-310.50	310.50
1-1221-318-1-01			Contracted Services/maintenan			-196.25	196.25
1-1221-318-1-01			Contracted Services/maintenan			-324.00	324.00

Check Journal

Fiscal Year: 2018

Check Number Invoice Account Number	Date Invoice Date	Vendor ID Invoice Date	Vendor Name PO Number	Ereq Num Account Description	PO Date	Description	Payable	Direct Deposit Accrued Payment
1-1290-300-2-02				Early Education SPED			-320.90	320.90
1-1290-300-2-02				Early Education SPED			-60.15	60.15
						Invoice Total:	-1,618.00	1,618.00
						Check Total:	-1,618.00	1,618.00
00026526	07/12/2018	CITYGENO		City Of Genoa				
July 2018	07/11/2018				07/11/2018	water,sewer, garbage		
1-2610-323-0-00				Water-sewer-garbage			-2,466.80	2,466.80
						Invoice Total:	-2,466.80	2,466.80
						Check Total:	-2,466.80	2,466.80
00026527	07/12/2018	CMI		Control Management, Inc				
ST6926	07/11/2018				07/11/2018	repairs		
1-2620-318-0-00				Contracted Services/maintenan			-1,699.50	1,699.50
						Invoice Total:	-1,699.50	1,699.50
						Check Total:	-1,699.50	1,699.50
00026528	07/12/2018	COLUMUSI		Columbus Music Company				
July 2018	07/11/2018				07/11/2018	eupohnium		
1-1199-540-0-00				Capital Outlay			-1,485.00	1,485.00
						Invoice Total:	-1,485.00	1,485.00
						Check Total:	-1,485.00	1,485.00
00026529	07/12/2018	CONNPOIN		Connecting Point				
2142	07/11/2018				07/11/2018	computer supplies		
1-2410-410-1-01				Supplies			-126.97	126.97
						Invoice Total:	-126.97	126.97
						Check Total:	-126.97	126.97
00026530	07/12/2018	CTL		Center on Teaching & Learning				
182-00792	07/11/2018				07/11/2018	Diebels		
1-1199-318-1-01				Contracted Services/maintenan			-6.00	6.00
						Invoice Total:	-6.00	6.00
						Check Total:	-6.00	6.00
00026531	07/12/2018	DELTEDUC		Delta Education				
302500168967	07/11/2018				07/11/2018	Foss-Science		
1-1199-420-1-01				Textbooks			-10,106.04	10,106.04
						Invoice Total:	-10,106.04	10,106.04
						Check Total:	-10,106.04	10,106.04
00026532	07/12/2018	DRFREY		D. R. Frey Welding-repair				
July 2018	07/11/2018				07/11/2018	Repair		
1-2620-318-0-00				Contracted Services/maintenan			-232.32	232.32
						Invoice Total:	-232.32	232.32
						Check Total:	-232.32	232.32
00026533	07/12/2018	EAGLCOMM		Eagle Communications, INC.				
424-011644	07/11/2018				07/11/2018	internet		
1-1199-382-0-00				Distance Learning & Technology			-309.60	309.60
						Invoice Total:	-309.60	309.60
424-558950	07/11/2018				07/11/2018	Internet		
1-1199-382-0-00				Distance Learning & Technology			-256.00	256.00

Check Journal

Fiscal Year: 2018

Check Number Invoice Account Number	Date Invoice Date	Vendor ID PO Number	Vendor Name Ereq Num Account Description	PO Date	Description	Payable	Direct Deposit Accrued Payment
Invoice Total:						-256.00	256.00
Check Total:						-565.60	565.60
00026534	07/12/2018	EAKEOFF2	Eakes Office Solutions				
July 2018	07/11/2018			07/11/2018	supplies		
1-1199-410-1-01			Supplies			-1,452.95	1,452.95
1-1199-410-2-02			Supplies			-1,452.94	1,452.94
1-1221-410-1-01			Supplies			-161.40	161.40
1-1221-410-2-02			Supplies			-161.40	161.40
Invoice Total:						-3,228.69	3,228.69
Check Total:						-3,228.69	3,228.69
00026535	07/12/2018	ENTELEEC	Enterprise Electric				
1145-510778	07/11/2018			07/11/2018	bulbs		
1-2610-410-0-00			Supplies			-800.00	800.00
Invoice Total:						-800.00	800.00
1145-510975	07/11/2018			07/11/2018	bulbs		
1-2610-410-0-00			Supplies			-800.00	800.00
Invoice Total:						-800.00	800.00
Check Total:						-1,600.00	1,600.00
00026536	07/12/2018	ESU #7	Esu #7 Sped Dept.				
July 2018	07/11/2018			07/11/2018	SPED services		
1-1221-318-1-01			Contracted Services/maintenan			-2,019.01	2,019.01
1-1221-318-2-02			Contracted Services/maintenan			-5,847.14	5,847.14
1-1221-318-2-02			Contracted Services/maintenan			-1,109.59	1,109.59
1-1290-300-2-02			Early Education SPED			600.70	-600.70
1-1290-300-2-02			Early Education SPED			-6,604.32	6,604.32
Invoice Total:						-14,979.36	14,979.36
July 2018 B	07/11/2018			07/11/2018	Sped Services		
1-1221-318-1-01			Contracted Services/maintenan			-359.18	359.18
1-1221-318-1-01			Contracted Services/maintenan			-4,489.72	4,489.72
1-1221-318-2-02			Contracted Services/maintenan			-712.38	712.38
1-1221-318-2-02			Contracted Services/maintenan			-8,904.74	8,904.74
1-1290-300-2-02			Early Education SPED			-67.88	67.88
1-1290-300-2-02			Early Education SPED			-229.74	229.74
1-1290-300-2-02			Early Education SPED			-848.55	848.55
1-1290-300-2-02			Early Education SPED			-2,871.80	2,871.80
Invoice Total:						-18,483.99	18,483.99
Check Total:						-33,463.35	33,463.35
00026537	07/12/2018	ESU#7	Esu #7				
62218-18	07/11/2018			07/11/2018	John Baylor		
1-1199-318-1-01			Contracted Services/maintenan			-2,112.00	2,112.00
1-1199-318-2-02			Contracted Services/maintenan			-2,112.00	2,112.00
Invoice Total:						-4,224.00	4,224.00
Check Total:						-4,224.00	4,224.00
00026538	07/12/2018	ESU7	Esu 7 Distance Learning				
DL0618-01	07/11/2018			07/11/2018	distance learning		
1-1199-382-0-00			Distance Learning & Technology			-704.79	704.79

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name	Description	Payable	Direct Deposit Accrued Payment
Invoice Account Number	Invoice Date	PO Number	Ereq Num Account Description	PO Date		
				Invoice Total:	-704.79	704.79
				Check Total:	-704.79	704.79
00026539	07/12/2018	ESUCOORD	ESU Coordinating Council			
SRS0000233	07/11/2018			07/11/2018	SRS annual fee	
1-1199-318-1-01			Contracted Services/maintenan		-817.00	817.00
				Invoice Total:	-817.00	817.00
				Check Total:	-817.00	817.00
00026540	07/12/2018	FLINSCIE	Flinn Scientific Inc			
2223921	07/11/2018			07/11/2018	science supplies	
1-1199-410-2-02			Supplies		-548.92	548.92
				Invoice Total:	-548.92	548.92
				Check Total:	-548.92	548.92
00026541	07/12/2018	FRONCOOP	Frontier Coop			
July 2018	07/11/2018			07/11/2018	fuel	
1-2750-336-0-00			Gas And Oil		-57.89	57.89
				Invoice Total:	-57.89	57.89
				Check Total:	-57.89	57.89
00026542	07/12/2018	FRONTECH	Frontline Technologies Group, LLC			
82160	07/11/2018			07/11/2018	Evaluation Management	
1-2320-318-0-00			Contracted Services/maintenan		-10,089.89	10,089.89
				Invoice Total:	-10,089.89	10,089.89
				Check Total:	-10,089.89	10,089.89
00026543	07/12/2018	FRONTIER	Frontier			
July 2018	07/11/2018			07/11/2018	phone	
1-2510-342-0-00			Telephone		-596.76	596.76
				Invoice Total:	-596.76	596.76
				Check Total:	-596.76	596.76
00026544	07/12/2018	GARYPLUM	Gary's Plumbing LLC			
23395	07/11/2018			07/11/2018	repairs	
1-2620-318-0-00			Contracted Services/maintenan		-330.08	330.08
				Invoice Total:	-330.08	330.08
23396	07/11/2018			07/11/2018	repairs	
1-2620-318-0-00			Contracted Services/maintenan		-250.00	250.00
				Invoice Total:	-250.00	250.00
23397	07/11/2018			07/11/2018	repairs	
1-2620-318-0-00			Contracted Services/maintenan		-554.03	554.03
				Invoice Total:	-554.03	554.03
				Check Total:	-1,134.11	1,134.11
00026545	07/12/2018	GENOCOMM	Genoa Community Hospital/ltc			
July 2018 A	07/11/2018			07/11/2018	Bus physical	
1-2750-690-0-00			Other/miscellaneous		-106.00	106.00
				Invoice Total:	-106.00	106.00
July 2018 B	07/11/2018			07/11/2018	Bus Physial	
1-2750-690-0-00			Other/miscellaneous		-106.00	106.00
				Invoice Total:	-106.00	106.00

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name	PO Date	Description	Payable	Direct Deposit
Invoice Account Number	Invoice Date	Invoice Number	Ereq Num Account Description	PO Number			Accrued Payment
July 2018 C 1-2750-690-0-00	07/11/2018		Other/miscellaneous	07/11/2018	Bus Physical	-106.00	106.00
					Invoice Total:	-106.00	106.00
					Check Total:	-318.00	318.00
00026546 July 2018 1-2310-350-0-00	07/12/2018 07/11/2018	GENOLEAD	Mary Kay Johnson Advertising And Printing	07/11/2018	proceedings	-415.00	415.00
					Invoice Total:	-415.00	415.00
					Check Total:	-415.00	415.00
00026547 July 2018 1-2130-300-0-00	07/12/2018 07/11/2018	GENOMEDI	Genoa Medical Facility Health Services	07/11/2018	nurse contract	-3,484.71	3,484.71
					Invoice Total:	-3,484.71	3,484.71
					Check Total:	-3,484.71	3,484.71
00026548 9316328 1-1450-410-2-02	07/12/2018 07/11/2018	GRIZZLY	Grizzly Industrial, Inc. Supplies	1819-108 07/11/2018	supplies	-1,522.09	1,522.09
					Invoice Total:	-1,522.09	1,522.09
					Check Total:	-1,522.09	1,522.09
00026549 MN00110015 1-2510-318-0-00	07/12/2018 07/11/2018	HARRIS	Harris Contracted Services/maintenan	07/11/2018	Annual Tech Support	-4,106.01	4,106.01
					Invoice Total:	-4,106.01	4,106.01
					Check Total:	-4,106.01	4,106.01
00026550 July 2018 1-2510-327-0-00	07/12/2018 07/11/2018	HOMELEASIN	Hometown Leasing Rentals And Leases	07/11/2018	copy lease	-2,290.00	2,290.00
					Invoice Total:	-2,290.00	2,290.00
					Check Total:	-2,290.00	2,290.00
00026551 July 2018 1-1199-420-1-01	07/12/2018 07/11/2018	HOUGHARC	Houghton Mifflin Harcourt Textbooks	07/11/2018	textbooks	-3,751.15	3,751.15
					Invoice Total:	-3,751.15	3,751.15
					Check Total:	-3,751.15	3,751.15
00026552 187931 1-1450-410-2-02	07/12/2018 07/11/2018	ISLASUPP	Island Supply Welding Company Supplies	07/11/2018	supplies	-9.00	9.00
					Invoice Total:	-9.00	9.00
					Check Total:	-9.00	9.00
00026553 July 2018 1-1199-630-1-01 1-1199-630-2-02	07/12/2018 07/11/2018	IXLLEAR	IXL Learning Dues And Fees Dues And Fees	07/11/2018	18-19 renewal	-1,994.00 -1,994.00	1,994.00 1,994.00
					Invoice Total:	-3,988.00	3,988.00
					Check Total:	-3,988.00	3,988.00

Check Journal

Fiscal Year: 2018

Check Number Invoice Account Number	Date Invoice Date	Vendor ID Invoice Date PO Number	Vendor Name Ereq Num Account Description	PO Date	Description	Payable	Direct Deposit Accrued Payment
00026554	07/12/2018	JACKSERV	Jackson Services, Inc.				
July 2018	07/11/2018			07/11/2018	supplies		
1-2610-410-0-00			Supplies			-276.34	276.34
					Invoice Total:	-276.34	276.34
					Check Total:	-276.34	276.34
00026555	07/12/2018	JOHNWEID	John Weidner				
July 2018	07/12/2018			07/12/2018	reimbursement		
1-2320-670-0-00			Travel Expense & Mileage			-232.00	232.00
					Invoice Total:	-232.00	232.00
					Check Total:	-232.00	232.00
00026556	07/12/2018	JWPEPPER	Jw Pepper & Son Inc				
03571325	07/11/2018			07/11/2018	supplies		
1-1199-410-2-02			Supplies			-17.70	17.70
					Invoice Total:	-17.70	17.70
					Check Total:	-17.70	17.70
00026557	07/12/2018	KAGAN	Kagan Publishing				
590264	07/11/2018			07/11/2018	Vocabulary		
1-1221-410-1-01			Supplies			-156.00	156.00
					Invoice Total:	-156.00	156.00
					Check Total:	-156.00	156.00
00026558	07/12/2018	KSBSCHO	KSB School Law				
4851	07/11/2018			07/11/2018	legal fees		
1-2310-319-0-00			Other Professional Services			-44.00	44.00
					Invoice Total:	-44.00	44.00
					Check Total:	-44.00	44.00
00026559	07/12/2018	LAKELEAR	Lakeshore Learning Materials				
1477010618	07/11/2018			07/11/2018	Markers-Held		
1-2320-410-0-00			Supplies			-181.77	181.77
					Invoice Total:	-181.77	181.77
1719870618	07/11/2018			07/11/2018	supplies-Rodriguez,Cave		
1-1199-410-1-01			Supplies			-45.98	45.98
					Invoice Total:	-45.98	45.98
					Check Total:	-227.75	227.75
00026560	07/12/2018	LINCJOUR	Lincoln Journal Star				
756877-1,757066-1	07/11/2018			07/11/2018	proceedings,minutes		
1-2310-350-0-00			Advertising And Printing			-220.68	220.68
					Invoice Total:	-220.68	220.68
					Check Total:	-220.68	220.68
00026561	07/12/2018	LOUPPOWE	Loup Power District				
July 2018	07/11/2018			07/11/2018	electrical bill		
1-2610-322-0-00			Electricity			-5,609.86	5,609.86
					Invoice Total:	-5,609.86	5,609.86
					Check Total:	-5,609.86	5,609.86
00026562	07/12/2018	MAILFINA	Mail Finance				

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name	PO Date	Description	Payable	Direct Deposit
Invoice Account Number	Invoice Date	PO Number	Ereq Num Account Description				Accrued Payment
N7188987	07/11/2018			07/11/2018	postage fee		
1-2510-341-0-00			Postage			-255.00	255.00
					Invoice Total:	-255.00	255.00
					Check Total:	-255.00	255.00
00026563	07/12/2018	MCGRAWHILL	The McGraw Hill Companies				
103292151001	07/11/2018			07/11/2018	reading mastery		
1-1199-420-1-01			Textbooks			-11,795.38	11,795.38
					Invoice Total:	-11,795.38	11,795.38
					Check Total:	-11,795.38	11,795.38
00026564	07/12/2018	MENARDS	Menards				
58143	07/11/2018			07/11/2018	supplies		
1-2610-410-0-00			Supplies			-9.98	9.98
					Invoice Total:	-9.98	9.98
58556	07/11/2018			07/11/2018	supplies		
1-2610-410-0-00			Supplies			-119.74	119.74
					Invoice Total:	-119.74	119.74
58718	07/11/2018			07/11/2018	supplies		
1-2610-410-0-00			Supplies			-80.19	80.19
					Invoice Total:	-80.19	80.19
					Check Total:	-209.91	209.91
00026565	07/12/2018	NAPAAUTO	Napa Auto Parts				
July 2018	07/11/2018			07/11/2018	supplies		
1-2610-410-0-00			Supplies			-11.99	11.99
					Invoice Total:	-11.99	11.99
					Check Total:	-11.99	11.99
00026566	07/12/2018	NASB	Nasb				
44577	07/11/2018			07/11/2018	school law seminar		
1-2320-670-0-00			Travel Expense & Mileage			-155.00	155.00
					Invoice Total:	-155.00	155.00
					Check Total:	-155.00	155.00
00026567	07/12/2018	NEBRAG	Nebraska Ag Ed Association				
July 2018	07/11/2018			07/11/2018	Professional Fees		
1-1450-630-2-02			Dues And Fees			-235.00	235.00
					Invoice Total:	-235.00	235.00
					Check Total:	-235.00	235.00
00026568	07/12/2018	NOVEIDEA	Novel Ideas, Inc.				
3560	07/11/2018			07/11/2018	teaching materials		
1-1199-420-1-01			Textbooks			-3,415.50	3,415.50
					Invoice Total:	-3,415.50	3,415.50
					Check Total:	-3,415.50	3,415.50
00026569	07/12/2018	NRCSA	Ne Rural Comm. School Assoc.				
2018-19 Member	07/11/2018			07/11/2018	2018-2019 membership		
1-2310-630-0-00			Dues And Fees			-850.00	850.00
					Invoice Total:	-850.00	850.00
					Check Total:	-850.00	850.00

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name				Direct Deposit
Invoice	Invoice Date	PO Number	Ereq Num	PO Date	Description	Payable	Accrued
Account Number			Account Description				Payment
00026570	07/12/2018	NSBA	National School Board Association				
306557	07/11/2018			07/11/2018	national dues		
1-2310-630-0-00			Dues And Fees			-975.00	975.00
					Invoice Total:	-975.00	975.00
					Check Total:	-975.00	975.00
00026571	07/12/2018	OLSOPEST	Olson's Pest Technicians				
110533	07/11/2018			07/11/2018	pest control		
1-2620-318-0-00			Contracted Services/maintenan			-75.00	75.00
					Invoice Total:	-75.00	75.00
					Check Total:	-75.00	75.00
00026572	07/12/2018	ORIETRAD	Oriental Trading Company				
690765484-01	07/11/2018			07/11/2018	supplies		
1-1199-410-1-01			Supplies			-22.97	22.97
					Invoice Total:	-22.97	22.97
690765560-01	07/11/2018			07/11/2018	supplies		
1-1199-410-1-01			Supplies			-55.93	55.93
					Invoice Total:	-55.93	55.93
690765628-01	07/11/2018			07/11/2018	supplies		
1-1199-410-1-01			Supplies			-23.47	23.47
					Invoice Total:	-23.47	23.47
690880934-01	07/11/2018			07/11/2018	supplies		
1-1199-410-1-01			Supplies			-105.75	105.75
					Invoice Total:	-105.75	105.75
					Check Total:	-208.12	208.12
00026573	07/12/2018	PARCHMENT	Parchment				
859	07/11/2018			07/11/2018	testing		
1-1199-410-1-01			Supplies			-361.00	361.00
1-1199-410-2-02			Supplies			-361.00	361.00
					Invoice Total:	-722.00	722.00
					Check Total:	-722.00	722.00
00026574	07/12/2018	PIONDRAM	Pioneer Drama Service, Inc.				
570741	07/11/2018			07/11/2018	supplies-English		
1-1199-410-2-02			Supplies			-286.24	286.24
					Invoice Total:	-286.24	286.24
					Check Total:	-286.24	286.24
00026575	07/12/2018	PLATVALL	Platte Valley Pest Control				
10369	07/11/2018			07/11/2018	pest control		
1-2620-318-0-00			Contracted Services/maintenan			-75.00	75.00
					Invoice Total:	-75.00	75.00
					Check Total:	-75.00	75.00
00026576	07/12/2018	POLKCOUN	Polk County Rppd				
July 2018	07/11/2018			07/11/2018	electrical bill		
1-2610-322-0-00			Electricity			-1,043.59	1,043.59
					Invoice Total:	-1,043.59	1,043.59
					Check Total:	-1,043.59	1,043.59

Check Journal

Fiscal Year: 2018

Check Number Invoice Account Number	Date	Vendor ID Invoice Date	Vendor Name PO Number Account Description	Ereq Num	PO Date	Description	Payable	Direct Deposit Accrued Payment
00026577	07/12/2018	REALGOOD	Really Good Stuff					
6436801	07/11/2018				07/11/2018	supplies-elem		
1-1199-410-1-01			Supplies				-87.79	87.79
						Invoice Total:	-87.79	87.79
6436802	07/11/2018				07/11/2018	supplies-elem		
1-1199-410-1-01			Supplies				-71.85	71.85
						Invoice Total:	-71.85	71.85
6436823	07/11/2018				07/11/2018	supplies-elem		
1-1199-410-1-01			Supplies				-280.81	280.81
						Invoice Total:	-280.81	280.81
6436826	07/11/2018				07/11/2018	supplies-elem		
1-1199-410-1-01			Supplies				-88.93	88.93
						Invoice Total:	-88.93	88.93
6436830	07/11/2018				07/11/2018	supplies-elem		
1-1199-410-1-01			Supplies				-78.94	78.94
						Invoice Total:	-78.94	78.94
6436841	07/11/2018				07/11/2018	supplies-elem		
1-1199-410-1-01			Supplies				-252.76	252.76
						Invoice Total:	-252.76	252.76
6437046	07/11/2018				07/11/2018	supplies-Elem		
1-1199-410-1-01			Supplies				-130.41	130.41
						Invoice Total:	-130.41	130.41
6437054	07/11/2018				07/11/2018	supplies-elem		
1-1199-410-1-01			Supplies				-123.38	123.38
						Invoice Total:	-123.38	123.38
6437438	07/11/2018				07/11/2018	supplies-sped		
1-1221-410-1-01			Supplies				-67.93	67.93
						Invoice Total:	-67.93	67.93
6454359	07/11/2018				07/11/2018	supplies-Elem		
1-1199-410-1-01			Supplies				-610.28	610.28
						Invoice Total:	-610.28	610.28
						Check Total:	-1,793.08	1,793.08
00026578	07/12/2018	RECKASSO	Recknor & Associates					
1954	07/11/2018				07/11/2018	legal fees		
1-2310-317-0-00			Legal Services				-810.00	810.00
						Invoice Total:	-810.00	810.00
						Check Total:	-810.00	810.00
00026579	07/12/2018	SACKLUMB	Sack Lumber Company					
July 2018	07/11/2018				07/11/2018	supplies		
1-2620-410-0-00			Supplies				-1,004.33	1,004.33
						Invoice Total:	-1,004.33	1,004.33
						Check Total:	-1,004.33	1,004.33
00026580	07/12/2018	SCHOSPEC	School Specialty Supply					
208120593012	07/11/2018				07/11/2018	supplies		
1-1199-410-1-01			Supplies				-101.81	101.81
						Invoice Total:	-101.81	101.81

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name	PO Date	Description	Payable	Direct Deposit
Invoice Account Number	Invoice Date	PO Number	Ereq Num Account Description				Accrued Payment
208120606172	07/11/2018			07/11/2018	supplies		
1-1199-410-2-02			Supplies			-58.11	58.11
					Invoice Total:	-58.11	58.11
308103023319	07/11/2018			07/11/2018	supplies-sped		
1-1221-410-1-01			Supplies			-765.00	765.00
					Invoice Total:	-765.00	765.00
					Check Total:	-924.92	924.92
00026581	07/12/2018	SHAPEAMERI	Shape America				
18-19	07/12/2018			07/12/2018	Van Driel Membership		
1-1199-630-1-01			Dues And Fees			-79.00	79.00
					Invoice Total:	-79.00	79.00
					Check Total:	-79.00	79.00
00026582	07/12/2018	SHERWILL	Sherwin Williams				
83300	07/12/2018			07/12/2018	supplies		
1-2610-410-0-00			Supplies			-437.21	437.21
					Invoice Total:	-437.21	437.21
					Check Total:	-437.21	437.21
00026583	07/12/2018	SOUTCARL	Southern Carlson Inc.				
CB16033243	07/12/2018			07/12/2018	custodial supplies		
1-2610-530-0-00			Furniture & Equipment			-1,233.98	1,233.98
					Invoice Total:	-1,233.98	1,233.98
CB16033248	07/12/2018			07/12/2018	custodial supplies		
1-2610-410-0-00			Supplies			-26.99	26.99
					Invoice Total:	-26.99	26.99
CB16033304	07/12/2018			07/12/2018	custodial supplies		
1-2610-410-0-00			Supplies			-349.99	349.99
					Invoice Total:	-349.99	349.99
CB16068548	07/12/2018			07/12/2018	custodial supplies		
1-2610-530-0-00			Furniture & Equipment			-3,660.00	3,660.00
					Invoice Total:	-3,660.00	3,660.00
					Check Total:	-5,270.96	5,270.96
00026584	07/12/2018	SUPESAVE	Super Saver				
July 2018	07/12/2018			07/12/2018	supplies		
1-1199-410-2-02			Supplies			-91.24	91.24
					Invoice Total:	-91.24	91.24
					Check Total:	-91.24	91.24
00026585	07/12/2018	TINAREEG	Tina Reeg				
July 2018	07/12/2018			07/12/2018	reimburse license		
1-2750-690-0-00			Other/miscellaneous			-7.50	7.50
					Invoice Total:	-7.50	7.50
					Check Total:	-7.50	7.50
00026586	07/12/2018	TODHEIER	Tod Heier				
July 2018	07/12/2018			07/12/2018	reimburse expenses		
1-2410-670-1-01			Travel Expense & Mileage			-317.53	317.53
					Invoice Total:	-317.53	317.53

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name	Description	Payable	Direct Deposit Accrued Payment
Invoice Account Number	Invoice Date	PO Number	Ereq Num Account Description	PO Date		
Check Total:					-317.53	317.53
00026587	07/12/2018	UNIVNEBRME	University of Nebraska Medical Center			
0240000213	07/12/2018			07/12/2018	SPED services	
1-1221-318-2-02			Contracted Services/maintenan		-15,660.06	15,660.06
Invoice Total:					-15,660.06	15,660.06
Check Total:					-15,660.06	15,660.06
00026588	07/12/2018	USCELL	U.S. Cellular			
0253865801	07/12/2018			07/12/2018	cell phones	
1-2510-342-0-00			Telephone		-189.79	189.79
Invoice Total:					-189.79	189.79
Check Total:					-189.79	189.79
00026589	07/12/2018	USPOSTOF	U.S. Post Office			
July 2018	07/12/2018			07/12/2018	presorted mail fee	
1-2510-341-0-00			Postage		-225.00	225.00
Invoice Total:					-225.00	225.00
Check Total:					-225.00	225.00
00026590	07/12/2018	VERIZON	Verizon			
9808901260	07/12/2018			07/12/2018	wifi	
1-1199-382-0-00			Distance Learning & Technology		-80.06	80.06
Invoice Total:					-80.06	80.06
Check Total:					-80.06	80.06
00026591	07/12/2018	VILLSILV	Village of Silver Creek			
July 2018	07/12/2018			07/12/2018	water,sewer	
1-2610-323-0-00			Water-sewer-garbage		-168.45	168.45
Invoice Total:					-168.45	168.45
Check Total:					-168.45	168.45
00026592	07/12/2018	WAGEWORKS	Wage Works			
762289	07/12/2018			07/12/2018	dues	
1-1199-630-1-01			Dues And Fees		-55.00	55.00
1-1199-630-2-02			Dues And Fees		-55.00	55.00
Invoice Total:					-110.00	110.00
Check Total:					-110.00	110.00
00026593	07/12/2018	WITTFITT	WittFitt LLC			
12032	07/12/2018			07/12/2018	Stools-Cuba	
1-4200-410-0-00			Title I Supplies		-412.00	412.00
Invoice Total:					-412.00	412.00
Check Total:					-412.00	412.00
00026594	07/12/2018	ZIEGOIL	Ziegler Oil Company			
fuel	07/12/2018			07/12/2018	S-1 to Omaha	
1-2760-160-0-00			Sped Transportation		-645.50	645.50
Invoice Total:					-645.50	645.50
Check Total:					-645.50	645.50
1 - GENERAL FUND					-170,435.61	170,435.61
Total of Computer Checks					-170,435.61	170,435.61

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name					Direct Deposit
Invoice	Invoice Date	PO Number	Ereq Num	PO Date	Description			Accrued
Account Number			Account Description			Payable		Payment

Fund Summary

1 - GENERAL FUND						-170,435.61		170,435.61
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Payroll Summary

Report Total:						-170,435.61		170,435.61
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High School Principal's Report 7-16-2018

I. Meetings and Workshops

- 6/18-21 - PBL World (Project Slice, PBL Coaching)
- 6/25 - Brooke Koliha ESU7 (Reading Comprehension, Curriculum)
- 7/16 - Columbus Chamber of Commerce (PBL and Community Relationships)
- 7/16-17 - Threat Assessment Training @ ESU7

II. General Business

- Summer Maintenance and preparation for start of school year (parent student communication, handbooks, first days staff in-service)

**Twin River Board of Education
Monthly Meeting
7-16-18**

Pre K-6 Principal's Report

I. Summer Work

- A. Custodians and summer help continue to clean and prepare classrooms and facilities for next Fall
- B. Administration preparing handbooks in for printing, reporting to the state, completing schedules, in-service planning, etc.
- C. Teachers working on moving into and setting up their new assigned rooms

II. Teaching Staff

- A. Many of our teaching staff members have/are attending educational workshops in the areas of technology, educational methods, educational theories and other related topics that will positively impact the students in their classes

III. PBL World

- A. I was able to attend the PBL World Conference in June with Dr. Weidner and Mr. Metzger. At the conference I learned more about Project Based Learning, including more specific methods of supporting teachers in developing and delivering PBL units. The new information we learned at the conference along with making new professional contacts who are implementing PBL and coaching teachers of PBL will positively impact meaningful student learning in Twin River classrooms.

Activities Report: 7-16-2018

Recent events

-

Upcoming events

- July 30th- start of fall sports conditioning
- August 6th- start of fall sports practices
- EHC Kick-Off- Wednesday August 15th

Meetings, professional development

- NCA Summer Coaches Multi-Sport Clinic- July 24-26

General information

- Reached out to Class B baseball schools to see who potentially has openings in their schedules to add us if baseball gets created tonight
- Week 1 football game versus Centura will be Thursday August 23rd instead of Friday August 24th

Supt's Report – July 2018

1. EHC Meeting – August 15th
2. PBL World
3. Baseball Meeting
4. Columbus Chamber Meeting
5. Threat Assessment Training
6. Other

Twin River Public Schools- Coach Evaluation Form (adopted July 2018)

Coaches Name: _____ Date: _____

Assignment: Head _____ Clinics Attended: _____

Asst _____

JH _____

Seen		1. Preparation	Evidence and date
	1a	Practice plans are used by the head coach(es) and shared with assistants	
	1b	Players are made aware of the general practice plans	
	1c	General practice procedures are known by the players and assistant coaches	
	1d	Efforts are taken to develop relationships with the players and assistant coaches	
	1e	Multiple methods of communication are used with players and parents	
		2. Management/Administration	Evidence and date
	2a	Supervision of locker rooms	
	2b	Appropriate management of players', assistant coaches' behavior	
	2c	Pre-season parents' meeting	
	2d	Inventory of school equipment	
	2e	Activity budget request was submitted to Activities Director	
		3. Teaching/coaching	Evidence and date
	3a	Adaptations or alterations are made as necessary to coaching style, playing strategy, etc.	
	3b	Changes in approach are made as needed to fit the specific team or player	
	3c	Modeling of expected behavior (leading by example)	
	3d	Building a positive team culture	
	3e	Extensive knowledge of the rules of the sport	
		4. Professionalism	Evidence and date
	4a	Positive interactions/relationships with administrators, assistant coaches, players, other staff members	
	4b	Support for other extracurricular programs	
	4c	Appropriate behavior and attire at all times	
	4d	Efforts taken to continue learning the sport	
	4e	Extensive knowledge of NSAA rules	
	4f	Support for school expectations of student-athletes and coaches	

Activities Director/Principal Comments:

Strengths and/or weaknesses:

Suggested recommendations:

Narrative responses (completed by the coach):

1. As head coach, what changes do you expect to make in your program?

2. What improvements do you believe these changes will make?

3. Write a brief synopsis of your past season, from the preseason through the final contest (mention any accomplishments, progress, issues, etc.- if necessary, attach an extra sheet of paper)

4. Comments: this section is for anything not already covered by the evaluation you want to mention.

*The coach's signature on this report does not represent either acceptance or approval of the evaluator's submission. It indicates only that the coach has reviewed this report in conference with the evaluator. The coach may attach a separate sheet for rebuttal.

Coach's signature: _____ Date: _____

Evaluator's signature: _____ Date: _____

It is my recommendation that _____ be retained/dismitted in her/her current coaching position.

Principal/Activities Director: _____ Date: _____



Dean Foods 2018-19 Dairy Bid

July 2018

Land O Lakes - Lincoln Office
220 SW 32nd Street
Lincoln, NE 68522

Bill To: 959495
Twin River Public Schools

Dean Foods / Land O Lakes would like the opportunity to bid on your schools dairy program for the upcoming 18-19 school year. Please see the below bid prices quoted for the month printed in the top right corner.



If you have any questions regarding the bid, please contact Dana Hunzeker at:
E-mail: dana_hunzeker@deanfoods.com - Phone: 402-474-8709 - Fax: 402-474-8739

Milk	Carton	Item #	Escalator
8oz LOL DairyPure 1%	Paper	56982	0.1825
8oz LOL DairyPure Skim	Paper	56984	0.1752
8oz TruMoo Fat Free Chocolate	Paper	45837	0.1930
8oz TruMoo Fat Free Strawberry	Paper	46073	0.1930
Gallon LOL DairyPure 2%	Plastic	56832	
Gallon LOL DairyPure 1%	Plastic	56840	
Gallon LOL DairyPure Fat Free Skim	Plastic	56836	
Half Gallon LOL DairyPure 2%	Plastic	56923	
Quart LOL DairyPure Buttermilk	Paper	58759	

Juice			Escalator
Gallon Orchard Pure Orange Juice	Plastic	57741	4.1984
Half Gallon Orchard Pure Orange Juice	Plastic	57739	2.3593
12oz Orchard Pure 100% Orange Juice	Plastic	56683	0.9700
12oz LOL 100% Apple Juice	Plastic	29135	0.9700
8oz LOL Orange Juice	Paper	11188	0.3400
4oz -100% Juice: Orange, Apple, Fruit Punch & Grape	Plastic - Foil Top	54952	0.2150
Culture			
5LB LOL Cottage Cheese 4%	Plastic Tub	11653	6.7902
5LB LOL Cottage Cheese 2%	Plastic Tub	11654	6.7678
5LB LOL Sour Cream Reg	Plastic Tub	11573	6.7805
5LB LOL Sour Cream Lite	Plastic Tub	54017	6.5040
5LB LOL Yogurt Low Fat Strawberry	Plastic Tub	42701	8.0623
24oz LOL Yogurt Fat Free (All Flavors)	Plastic Tub	12832	2.3947
6oz LOL Yogurt-Low Fat and Fat Free (All Flavors)	Plastic Cup	12825	0.6262
NEW Dairy Pure Mix In's- Blueberries, Pineapple, Peaches and Pecan and Strawberries and Almond	5.3 oz	61780	1.3827
Other			
HG DP Lactose Free ESL Skim (other fat levels avail.)	Paper	56745	3.8755
Dzn Large Eggs (15dzn per case - sold by full cases only)	Paper Carton	60699	2.1100
Half Gallon LOL IC Mix 5% Van and Choc	Plastic	37968	3.3304
14oz Dairy Pure /TruMoo Milk	Plastic	56781	0.9900
Flavors: White: VD, 2%, FF - Straw: 1% - Choc: VD, 1%			
14oz TruMoo 1% Protein (Van-Choc-Cook N Crm)	Plastic	51059	1.3200
14oz Caribou Iced Coffee (Mocha, Crml, Van HzInt)	Plastic	56504	1.7600
4oz IC Cups Van-Choc-Straw	Styro	63084	6.7800

Please fill in the below information, sign and return via mail, e-mail or fax along with any other competitive bids and a **18/19 school calendar**.

TRU MOO - No High Fructose Corn Syrup, No Artificial Growth Hormones and No GMO Ingredients!



We Accept

We Decline

First Day of School:

Kitchen / Food Service Director:

Name:

Phone #:

Email:

Signature:

Ship To's:

962316 Twin River Public School

962315 Twin Rivers Silver Creek



NOTE: TM 1% Choc milk is available, email for pricing.
1% Chocolate (48/CRATE SQUAT) #47284

Delivery days and times to be determined.



Produced & Distributed by Dean Foods.

Fluid Milk Escalator /De-escalator Clause

Future price adjustments will be predicated on the following escalator/de-escalator formula for fluid milk taking into consideration Federal Milk Market monthly changes in the cost of skim milk and butterfat. Expenses including fuel, energy, packaging and ingredients will also be included in monthly changes and will be communicated as to what these expenses include.

SKIM MILK:

- For each \$.10/cwt increase or decrease in the cost of skim milk, prices will adjust respectively as follows on all fat levels.

5 Gallon	-	.0430 per 5 Gallon
Gallon	-	.0086 per Gallon
8 oz.	-	.00054 per 8 oz.

BUTTERFAT:

- For each \$.10 increase or decrease in the cost of butterfat, prices will adjust respectively as follows by various fat levels.

Item	Whole (3.25%)	2%	1%	Fat Free
5 Gallon	.1395/5 Gal	.086/5 Gal	.043/5 Gal	.0045/5 Gal
Gallon	.0279/Gal	.0172/Gal	.0086/Gal	.0009/Gal
8 Oz	.0017/8 Oz	.0011/8 Oz	.0005/8 Oz	.0001/8 Oz

- Monthly per unit adjustments will reflect a combination of the changes in skim milk and butterfat, and expenses (fuel, packaging, ingredients, resin, energy, etc.).**
- This escalator/de-escalator formula applies to all fluid milk items.

Non Fluid Milk Items

Prices bid on products other than fluid milk are for one month only, and will automatically renew at the quoted price, unless Dean Foods advises you of our intent to change the price as a result of a significant supplier price change.



Omaha Division
2901 Cuming Street
PO Box 3825
Omaha, NE 68131-2108
(402) 344-4321

July 12, 2018

Dr. Weidner
Twin Rivers Public Schools
P.O. Box 640
Genoa, NE 68640

Dear Dr. Weidner;

We are pleased to submit the following bid for dairy products for the 2018-2019 school year;

Hpt Choc Skim FF Milk	0.1894
Hpt Choc 1% Milk	0.1894
Hpt Strawberry FF Skim Milk	0.1894
Hpt 1% Milk	0.1832
Hpt Skim Milk	0.1770

We are looking forward to hearing from you on the outcome of the bid. Please call if you have any questions. Thank you for the opportunity to bid.

Sincerely,

Dave Petz
Hiland Dairy
Box 106
West Point, NE 68788

dpetz@hilanddairy.com
Office (402) 372-2471
Fax (402) 372-3026

The above Bid is accepted by the Superintendent or Food Service Director

Signed _____ Name of School _____

Acceptance Date: _____ First Delivery: _____ Esc./De-Esc.Month July

Milk Escalator / De-Escalator Pricing Clause (DFA Supplied)

The pricing quoted is based on **July's 2018** Federal Milk Marketing Order for Class I Skim and Class I Butterfat. This pricing is subject to change as the cost of raw milk changes each month according to the USDA Federal Milk Market Price Announcements and Dairy Farmers of America.

The cost of milk fluctuates up and down each month based on the cost changes in raw milk. Changes of a minimum of \$.10 per CWT (up or down) will move the cost of a half pint \$.00054.

Prices will also be adjusted up or down based on cost changes in packaging, ingredients, labor, fuel, juice concentrate , re-sale products (ex. Tropicana, Sport Shake), etc. Supporting documentation will be supplied upon request.

All price changes will become effective on the 1st day of the month following the price announcement.

CERTIFICATE OF NON-COLLUSION/INDEPENDENT PRICE
DETERMINATION

The undersigned certifies that the preparation and submission of the attached bid have been conducted independently, without consultation, communication, or agreement with any other bidder or potential bidder and that there will be no consultation, communication, or agreement on the price, terms, and conditions of this bid by or on behalf of Hiland Dairy Foods Co., LLC with any other bidder or potential bidder prior to the official opening of the bid.

Date: 7.12.18

Hiland Dairy Foods Co., LLC

Rick Beaman

Rick Beaman
General Sales Manager

2008 Meetings

1. Open Meetings

The formation of policy is public business and will be conducted openly.

2. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. Work sessions and retreats. The board may schedule informal work sessions between regular meetings in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion without taking immediate action.

Topics for discussion and study will be announced publicly. Work sessions and retreats will be conducted in open session; however, no board action shall take place at a work session or retreat.

3. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings. Such notice shall be transmitted to all members of the board and to the public. Notice of regular and special meetings shall be posted in three prominent places within the school district at least 48 hours before the announced beginning of the meeting. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting in a newspaper of general circulation within the district if, in the opinion of the superintendent, it is convenient and useful to do so.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and that any formal action taken in such

meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and may be published on the school district's website.

Adopted on: _____

Revised on: _____

Reviewed on: _____



Control Management, Inc.

People you know, a Company you trust

Twin River Public Schools

816 Willard Ave.
Genoa, NE. 68640

Building Automation HVAC

Service Support Program Plan

7/1/2018

Start Date

6/30/2019

End Date

***Your First Choice Partner for easy to operate, comfortable and efficient
buildings.***

Omaha HQ: 8421 N. 29th Street PO Box 12038 Omaha, NE 68112 p.402.571.9454 f.402.571.9466 -
Satellite Offices in Lincoln and Columbus NE



Service Support Program

Service Plan Objectives:

1. Online/Onsite Support for staff
2. Enhance performance of existing investments
3. Maintain up to date technologies
4. Leverage CMI's support relationship
5. Lock Pricing for labor and parts

Price Advantage

Service Labor Rates (after owner directed time)

	<u>Current*</u>	<u>Discount</u>	<u>Extended</u>
Regular Rate	\$120	10%	\$108.00
Overtime Rate	\$180	10%	\$162.00
Holiday Rate	\$240	10%	\$216.00
Mileage	\$0.75/mile		

Material Multipliers (off of published list prices)

Alerton	0.45
Vykon	0.8
Honeywell	0.65
Siemens	0.45

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CMI Service Plan Features

Account Manager

A dedicated Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives.

Your account manager is Nathan Haug.

Dedicated Service Team

Our Service Team knows these systems. All of our service technicians are factory trained on the equipment, and are specialists in maintaining and troubleshooting your system.

Priority Response Time

As a support program customer, you will be given priority for service calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates.

Call availability – CMI Service is available to call 7 days a week 24 hours per day. After business hours an on-call technician is available for assistance.

Database Protection

The stored electronic information (programming, setpoints etc) in your system represents a large part of your investment. **Control Management, Inc.** will back up your entire database on a regular basis to ensure that it is always complete and up-to-date. We will maintain a site copy at your facility as well as keeping a protected copy in our office. This proposal includes:

- ✓ Backup of Web based controller twice per year.

Technology Upgrades

There are periodic releases software and chip updates that provide added features or speed to your system. **Control Management, Inc.** will provide these upgrades as they become available, always keeping your system current. This proposal includes:

- ✓ Not Included.

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Preventative Maintenance

Regular visits from our service technician can help head off emergency calls before they happen. This proposal includes:

- ✓ To augment the staff running your facility and to ensure you receive the maximum benefit of the Alerton HVAC Control applications implemented in your facilities, CMI will provide a qualified technician 2 **prescheduled checkouts per year** for the entire system.

The following preventative maintenance routines will be performed on a **bi-annual basis** as part of our standard service:

- ✓ **Review Sites Log:**
- ✓ Each Preventative Maintenance routine begins with a review of your site log so that ongoing issues can be noted and the root cause addressed.
- ✓ **Review Network Workstations / Communication:**
- ✓ Verify Communication with Controllers
- ✓ Review BAS system for CRITICAL and OFF-LINE status indicators.
- ✓ Review BAS system for OVERRIDE and DISABLED status indicators.
- ✓ **Review Alarm Log:**
- ✓ Points generating excessive alarms will be noted.
- ✓ The technician will make recommendations to address root cause hardware or software issues causing alarms.
- ✓ **Review Event Log**
- ✓ Unusual events will be noted.
- ✓ The technician will make recommendations to address issues causing events.

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✓ **Review System for Failed Points:**

- ✓ Reports will be run to check for failed points.
- ✓ Failed points may be indicators of equipment / devices needing repair or of a significant database issue.
- ✓ The technician will make recommendations to address failed points.

✓ **Review System for Operator Overrides:**

- ✓ Reports will be run to check for points in Operator Override.
- ✓ Points in operator override cause the system to not run in “Automatic” mode and may compromise system function, lead / lag logic, and/or energy conservation strategies.
- ✓ The technician will make a list of all points in Operator Override along with recommendations to address root cause.

✓ **Verify Device Communication:**

- ✓ All Global Controller and equipment controllers communication status is reviewed.
- ✓ Any issues are noted and recommendations made.

✓ **Perform a Battery Check of Global Controller:**

- ✓ Fully charged Batteries are key to maintaining the volatile RAM in your global controllers in the event of a power failure and/or brownout.
- ✓ Controllers needing battery replacement shall be identified to owner’s representative.

✓ **Perform Memory Analysis of Global Controller:**

- ✓ The Global Controller shall be diagnosed to ensure adequate memory is available to perform trending, alarming and other system tasks.
- ✓ A panel that is low on memory will experience intermittent problems, slow speed of response, may lose data and may experience “command” issues.
- ✓ Any panels that are low on memory will be noted along with recommendations to remediate the issue

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✓ **Review Controllers Operation:**

- ✓ Accurate and reliable operation of the Controllers is key to the successful operation of your facility.
- ✓ Firmware ROC File Version is verified against most recent version if there is a known issue.
- ✓ The Controller Logic (DDC) Program is verified to be running.
- ✓ System Date/Time settings are verified.
- ✓ Daylight Savings settings are verified.

✓ **Perform General System Operational Review:**

- ✓ While onsite and performing the above Preventative Maintenance routines the Service Technician will review the system as a whole from the Graphic Workstation and ensure the Alerton control system is operating as desired.
- ✓ Items such as graphics, system response time, operation of DDC Programs and device/equipment operation will be noted.
- ✓ Any discrepancies or areas of concern will be noted.

✓ **Review with staff on site any comfort issues:**

- ✓ While onsite and performing the above Preventative Maintenance routines the Service Technician will review with the onsite staff if there are any comfort issues and will determine if we can resolve the issues with the control system. If he cannot resolve the issue, CMI will make recommendations for a fix.

- ✓ Two (2) on-site Control operations checks (Summer/Winter)

Support and training

Extra hours of support as you need it, whether it is immediate online support from our office, or an on-site visit from a service technician. Prepaying for these hours allows you to budget for emergency calls or special projects, and spread the payments on your terms. This proposal includes:

- ✓ 10 hours included.



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Support Plan Pricing Summary

Pricing for these features is based on a 1-year program, billed annually at the beginning of the contract year.

Year 1 (July 1, 2018 to June 30, 2019): \$11,385.00

Control Management, Inc. believes that this proposal includes the best interests of Twin Rivers Public Schools and is based on your input. Please feel free to contact me if you have any changes. If accepted, sign and date below and return to **Control Management, Inc.** with purchase order information. The other copy is for your records.

Sincerely,

Nathan Haug
President



Control Management, Inc.

p.402.571.9454
c.402.943.6792
nathan@cmiomaha.com

ACCEPTED BY:

Signature _____

Printed Name John Reeg _____

Title Board President _____

Company Name Twin River School District _____

Date July 16, 2018 _____

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TERMS AND CONDITIONS

Parties:

These Terms and Conditions are a legally binding contract (“Contract”) between customer (“Customer”) and Control Management Inc. (“CMI”).

Coverage Period:

The effective period of this Contract begins and ends on the dates specified in the service contract agreement.

Payment Terms:

This contract must be paid in full within 30 days of the start date. If payment is not received within 30 days of the start date, Customer agrees that, CMI shall have the right to cancel this Contract, which shall be void and unenforceable from the start date. In addition, Customer agrees to pay CMI for any services provided under the Contract at CMI’s current standard service rate. A current valid purchase order does not guarantee to Customer any rights set forth in this Contract.

Cancellation Terms:

Written notice of cancellation must be received at the address listed below no later than 90 days prior to the start date of the next billing period (e.g. 90 days before the start of the second year of a multi-year agreement). Refunds of any unused service will be determined by CMI. Any service performed by CMI after the notice of cancellation will be billed time and material at CMI’s current standard service rates.

Service Contract:

As part of this Contract, CMI will provide ongoing internet, email and phone support, Monday through Friday 7AM – 4PM CST/CDT, to Customer. If a service request cannot be resolved by internet, email or phone support, at CMI’s option, a CMI technician or authorized representative will make a scheduled service call to the Customer’s facility, during normal business hours Monday through Friday 7AM-4PM. The CMI technician or authorized representative will use all commercially reasonable efforts to repair Customer’s system. A service call does not guarantee that a non-operational system will become operational. CMI does not guarantee that any system component or parts are repairable or are available.

Preventative Maintenance:

With Critical and Enhanced service contracts CMI offers scheduled preventative maintenance (“PM”) visits. During a PM visit a CMI service technician or authorized representative will check routine functions of the control system(s) described in the service contract agreement and review system performance. During a PM visit, the CMI service technician will not repair or fix any reported or un-reported problems. Equipment to be covered in the preventative maintenance agreement will be listed in a schedule attached to the Contract.

Legacy Software:

CMI does not own, use or possess non-CMI software. Solely as permitted by applicable law, CMI will provide service for software related issues if Customer provides CMI evidence that Customer owns and maintains all necessary licenses and that such licenses are valid and in force. CMI cannot and will not upgrade or make enhancements to legacy system software. If Customer provides CMI evidence that Customer owns and maintains all necessary licenses and that such licenses are valid and in force, CMI will use all commercially reasonable efforts to maintain the system’s functionality. If Customer cannot provide evidence to CMI that necessary licenses are valid or in full force, please contact CMI for instructions.

Pre-Existing Defect:

If CMI finds that the Customer's system has a pre-existing defect prior to this Contract's start date, CMI reserves the right to terminate this Contract and shall have no obligation or liability to Customer for termination.

Special Exclusions:

This Contract does not cover damage due to external causes, including but not limited to: accident, abuse, misuse, natural causes, natural disasters, war, civil disturbances, acts of God, problems with electrical power, usage not in accordance with written product instructions, failure to perform required preventative maintenance, problems caused by use of software not provided by CMI, or parts and components not supplied by CMI. This Contract does not cover consumable items, such as but not limited to: software, bulbs, filters, lamps or any non-CMI added components.

Non-operational Components:

If at any time CMI determines a component is non-operational, CMI is not responsible for prior, pending or future loss of business or data; related actions; or downtime.

Disclaimer of Warranties:

TO THE FULLEST EXTENT PERMITTED BY LAW, CMI DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SYSTEM AND CMI'S SERVICES AND ALL EQUIPMENT, INFORMATION, AND PRODUCTS PROVIDED BY CMI.

Liability Disclaimer:

To the maximum extent permitted by applicable law, in no event will CMI or its affiliates be liable to Customer (or any third party making claims through customer) for any damages whatsoever, including but not limited to any indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute goods or services, arising out of or related to the use, inability to use, unauthorized use, performance or non-performance of the system or the services, even if CMI has been advised previously of the possibility of such damages and whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise.

Indemnification

The Customer agrees to defend, hold harmless and indemnify CMI for any and all claims, causes of action, damages, demands, fine, liabilities, and penalties arising out of the Customer's breach of any warranty made by the Customer pursuant to this Agreement. The Customer further agrees to defend, hold harmless and indemnify CMI for any and all claims, causes of action, damages, demands, fine, liabilities, and penalties arising out of the Customer's negligent or reckless acts or omissions arising out of this Agreement.

Additional Terms

- a) CMI reserves the right to cancel any and / or all serviced ordered and refund the customer's payment in whole or in part if a condition exists that impairs the rendering of services. This includes but is not limited to repairs which exceed the systems worth, wiring, overcoming physical or technical barriers, or any other requirements of a customer that is abnormal or outside the scope of work covered by this agreement as reasonably determined by a representative of CMI and / or any third party service providers.
- b) If CMI's ability to render service is impaired by you and / or circumstances outside of the control of CMI and / or any third party service providers, CMI may choose not to render service.
- c) In the event that the system(s) is(are) changed/ moved in any way without CMI's prior knowledge and consent, we reserve the right to terminate this agreement and refund the Customer's payment in whole or in part.
- d) CMI shall be free to start and stop all primary equipment and devices which are to be serviced.

- e) You may cancel your scheduled service call provided you give CMI at least four hours notice prior to the scheduled performance of service. Failure to do so could result in the assessment of a service charge, repeated failure could result in cancellation of service and a breach of this contract.
- f) All scheduled service calls are approximate times, and not a guarantee of appointment. Extenuating circumstances, including but not limited to: traffic and or hindrances to transportation, hazardous travel conditions, power outages, and /or any other unforeseen circumstance could result in delay or rescheduling of your appointment at the technician's discretion. All reasonable attempts will be made to perform your service at the mutually agreed upon date and time.
- g) By requesting this service plan you release and hold harmless CMI and / or its third party service providers any loss, liability, or damage, that you the owner or lessee may suffer, including but not limited to: any loss of any data, any component or element of your computer system or peripherals resulting from CMI, it's technicians, third party service providers and their agents, and or partners regardless of the warranties, disclaimers and waivers, or services.
- h) CMI reserves the right to replace devices, when necessary, with devices which have similar operating characteristics. All parts and replacement devices shall carry the manufacturer's standard written guarantee.
- i) You agree to pay, as an addition to the contract amount, the amount of present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with regard to the transfer, use, ownership or possession of the equipment to which this agreement relates.

Miscellaneous:

This Contract is the entire agreement between Customer and CMI with respect to the subject matter hereof. This Contract supersedes any and all prior or contemporaneous agreements between Customer and CMI with respect to the subject matter hereof. If any part of this Contract is determined to be invalid or unenforceable, it will not impact any other provision of this Contract, all of which will remain in full force and effect. This Contract is governed by and will be interpreted in accordance with the laws of the state of Nebraska, without regard to any choice of law provisions.

Questions:

Questions regarding this Contract can be directed to a CMI representative by phone at (402) 571-9454, or by email at inform@cmiomaha.com . Written correspondence can be mailed to:

Control Management Inc.
Attn: Service Department
PO Box 12038
8421 North 29th Street
Omaha, NE 68112

*The terms of this contract are subject to change without notice.

2013
Violation of Board Ethics

The board of education is responsible for enforcing the code of ethics of its members. If any member of the board commits a serious or repeated violation of the code, the board may take any of the following steps:

1. The board president may confer with the board member who has violated the code of ethics in order to:
 - a. Identify the provision of the code that the member has violated;
 - b. Propose how the member can remedy the violation;
 - c. If the board member who violated the code is the board president, the vice president is empowered to confer with the president about the violation.
2. The board may discuss the violation as an agenda item at a meeting to confront the offending board member. However, the board will not enter closed session to hold the discussion of the ethics violation unless the Open Meetings Act authorizes a closed session.
3. The board may vote to publicly censure any board member who commits a serious or repeated violation of the code. The board will pass a censure motion to inform the community that an individual member of the board is not fulfilling the responsibilities for which he or she was elected.

Adopted on: _____

Revised on: _____

Reviewed on: _____

Commentary – The Nebraska Attorney General recently ruled that Boards may NOT go into closed (executive) session to discuss violations of Board Ethics by a member in order to protect the reputation of a Board member. KSB School Law Firm encourages Board to be mindful of this decision in the event they want to use closed session to protect a board member’s reputation for other reasons.

3020 Copyright Compliance

Restrictions on Use and Permission. Copyrighted works such as print, audio, video, software, applications, and other documents or media (“works”) may be reproduced or used for educational purposes only when the use of the reproduction is a fair use in compliance with state and federal copyright law or when the written permission or license for such use has been obtained from the copyright holder. A staff member who wishes to use any non-original work must obtain the prior written permission of the building principal. Unless the district has obtained a license for use of a work for its intended educational purpose, no principal shall grant permission for a requested use of a copyrighted work unless the principal has reasonable grounds to believe that it is a fair use under applicable copyright law. Only works requested to be used in the course and scope of employment with the district will be permitted.

Distribution of Copyright Compliance Materials. The district will make information available to staff and students which describes and promotes compliance with copyright laws.

Course Materials Subject to Copyright Protection. The purpose of this provision is to provide notice to all staff, students, and parents that course materials may be subject to copyright protection. No class materials may be used or copied for use outside of the class session or sessions in which the materials are used for educational purposes unless authorized or required by law. No student or staff member may take audio or video recording of any class in which copyrighted materials are used unless authorized or required by law or an applicable educational plan provided under state and federal disability laws. Any such recordings will be kept only long as required to fulfill the purpose of the recording, such as for evaluative purposes, or the applicable retention period required by law.

Copies for Individuals with Disabilities. This policy does not restrict district staff members from reproducing or distributing copies of copyrighted works in a specialized format for use by individuals with disabilities to gain access to the work.

Removal of Unauthorized Copyrighted Works. Upon obtaining knowledge or awareness of an unauthorized use of copyrighted works, the district will take reasonable steps to remove, deny access to, and stop use of any unauthorized copyrighted work stored in the district’s paper or digital files or programs. This includes but is not limited to administrators accessing staff

files and equipment for the purpose of physically removing curricular materials or directing staff members to cease using the materials immediately when there has been no license granted or fair use determination made. The superintendent or superintendent's designee may limit or deny access to district materials and programs to students or staff members who engage in violations of this policy or copyright law. The district may require the student or staff member to obtain training on copyright protections and limitations in order to regain access to any such materials or programs.

Violations by Students and Staff. Any staff member who violates this policy will face disciplinary action up to and including the cancellation, nonrenewal, or termination of the employee's employment. Any student who violates this policy may face disciplinary action up to and including expulsion. Individuals who subject the school district to financial penalty for copyright violations may be required to reimburse the district for its costs for such violation.

Adopted on: _____

Revised on: _____

Reviewed on: _____

Commentary - The policy requires any staff member who wants to use a copyrighted "work" to seek the written permission of the building principal. The principal must ensure either that (1) the district has obtained a license for the use, or (2) the staff member's use of the copyrighted material is a "fair use" for educational purposes. This will require building principals to have a working understanding of what constitutes "fair use" in the educational context, because federal law provides some protection from liability for educational institutions if they authorize use of copyrighted material only when they "reasonably" believe it is a "fair use." Even if a principal accidentally authorizes use of copyrighted material which turns out to be a violation, the defense to liability exists if the principal reasonably believed it was a fair use. This requires some level of consideration of the fair use doctrine, which is why staff members must seek permission of the building principal and why the principal must actually make a fair use determination.

The policy also requires the district to make materials available (and ideally training) to students and staff on the importance of copyright compliance. It provides another defense for the district to use if it distributes/trains on copyright compliance in an effort to avoid violations of the law.

Finally, the policy authorizes building administrators or their designees to take reasonable steps to stop copyright violations when they discover them, including removing materials from use, limiting access to district devices and technology and imposing disciplinary consequences.

3023 Record Management and Retention

The school district will comply with all federal record retention requirements, the Nebraska Records Management Act, and with Schedules 10 and 24 of the Nebraska Secretary of State's Records Management Division. These requirements apply to both physical and digital records. When permitted by Schedule 10 and Schedule 24 of the Nebraska Secretary of State's Office, records will be transferred to durable electronic media for long-term storage.

Special Rules Related to Electronic Forms of Communication.

Electronically stored information such as e-mail, instant messaging, and other electronic communication are important to the district's overall operation. E-mail and other forms of electronic communication which is subject to retention under the Nebraska Records Management Act may be moved to a storage method other than their original format. Each individual who creates or receives electronic communications that belong to or pertain to the operation of the district is responsible for determining whether and in what format those records must be maintained. Duplicate records may be destroyed at any time prior to the approved retention period. Staff members who are uncertain about whether a record should be retained should consult with their supervising administrator.

The district will archive all Google Apps data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator or other designated individual will be able to retrieve electronic communication and other electronically stored information which has been vaulted.

School-affiliated Social Media Posts. Communication on school-affiliated social media accounts are considered short-term communications pursuant to the Records Management Act. As such, they will be retained in their original form on the vendor's system and will not be deleted by the user for at least 6 months. Individuals who are uncertain as to whether a specific social media account is "school-affiliated" should refer to the Board's policy on Staff and District Social Media Use contained elsewhere in these policies.

Special Rules Related to Security Camera Footage. Video footage from security cameras is generally considered working papers under the Records Management Act, and will be overwritten consistent with the district's audio and video recording policy. Video footage which captures an event of educational or behavioral significance and contains personally-identifiable

information will be maintained by the school district pursuant to its policy on student records.

Student Records. The retention of student records is also governed by the board's policy on student records.

Records Regarding Pending or Threatened Litigation. When litigation against the district or its employees is filed or threatened, the district will take all reasonable action to preserve all documents and records that pertain to the issue. When the district is made aware of pending or threatened litigation, a litigation hold directive will be issued by the superintendent or his/her designee. The directive will be given to all persons suspected of having records that may pertain to the potential issues in the litigation. The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

Adopted on: _____

Revised on: _____

Reviewed on: _____

Commentary – The Nebraska Secretary of State's Record Management Division has recently completed a full revision of schedule 10, the record retention schedule which governs school districts. KSB has added the requirements for general record retention to his policy which previously only addressed electronic records.

We have determined which version of the Google Applications for Education we use at Twin River. It is referenced in the policy and refers to 'Vault'. You may also notice a reference to 'short term communications', which is social media, i.e., Twitter, Facebook, etc. These posts must be maintained for at least 6 months. We do not have to print these out as just leaving them on the social media page counts as 'maintaining' under the schedule.

Another alteration concerns school security camera footage. This footage is considered a 'working paper' and can be destroyed as soon as the school determines that there is no need to keep it. We do have to complete an annual disposition report regarding this footage, though.

3047 Data Breach Response

I. Preparation

A data breach is an instance in which personal information as defined by state law or personally identifiable information as defined by federal law is released or accessed in an unauthorized manner. The district will implement and maintain reasonable security procedures and practices that are appropriate to the nature and sensitivity of the personal information handled by the district. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

A. Data Governance

The superintendent, or their designee, will create an annually updated data directory that will include:

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. Staff members with access to district devices,
4. Staff members with active usernames and passwords for any district software.

B. New Devices and Software

Any new software or device that is used in a district building for district purposes will be submitted to the superintendent or their designee for inclusion in the directory.

II. Incident Response Plan

A. Assessment and Investigation

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.
2. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that

personal information has been or will be used for an unauthorized purpose.

3. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

B. Notification of Affected Individuals

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.
2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

C. Notification of Law Enforcement and Outside Organizations

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.
2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

Commentary – This policy is being updated to comply with LB 757. This bill requires that districts implement appropriate security procedures and practices based on the personal information that is handled by the district. It also requires that vendors be held to the same security standards. This means the policy change will only be step one of compliance with this statute. We will be working with Mr. Morris and the ESU to make sure that data security is in place. As new contracts with vendors come up for renewal or review, we will work to get the required security provisions written into each contract.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3050 Technology in the Classroom

I. In General

The district desires to use technology in a way that aides in the education of students. New devices and applications offer a number of helpful tools that can improve the student experience and increase learning. Many of these devices and applications also create concerns about student privacy. It is the goal of the district to embrace the helpful elements of technological advancement while remaining mindful of potential student privacy issues.

II. Devices

A. Non-district issued electronic devices may be used in the classroom, under supervision of a staff member. Teachers who wish to bring a device into the classroom on a regular or permanent basis, should inform the principal before deploying the device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be used in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.
2. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that uses "listen-in" functionality must have that function disabled while the student using the device is in a district classroom. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.
3. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to

use. The district may at any time direct that a teacher discontinue use of a given device.

- B. Any classroom recordings made by a staff member will be made pursuant to district policy.

III. Applications

- A. School as Agent. The school will serve as an agent for parents/guardians in the collection of information within the school context. The school's use of student information is solely for education purposes.

- B. District Applications. The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.

- C. Staff-Selected Applications.

1. Staff are permitted to select applications for use in the classroom.
2. Staff must perform basic due diligence to ensure that the application is safe for students and serves a pedagogical purpose. Staff must notify their supervising administrator of the application they plan to use as part of their lesson plan prior to their use in the classroom. The district may at any time direct that a teacher discontinue use of a given application. The district will provide training on the relevant student privacy laws to staff members who are selecting and deploying applications in the classroom.

Commentary – Some teachers may bring 'smart speakers' such as Google Home and Alexa Echo devices into their classrooms. This policy addresses the use of those devices, along with assistive technology that has 'listen-in' capabilities.

The policy also addresses how educational apps and other software will be used in the

classroom and requires teachers to notify the administration of any app or software they plan to use in their classroom that is not issued by the district.

In order to help understand the implications of app usage and student data privacy, we will be showing them a movie created by the U.S. Department of Education. It's about 9 minutes long but would qualify as a mode to train staff what to consider when making decisions about software and apps.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4012 Staff Internet and Computer Use

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. The following procedures and guidelines are intended to ensure appropriate use of the Internet at the school by the district's faculty and staff. Staff should also refer to the district's policy on Staff and District Social Media Use.

I. Staff Expectations in Use of the Internet

A. Acceptable Use While on Duty or on School Property

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.
3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.
4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

B. Unacceptable Use While on Duty or on School Property

1. Staff shall not access obscene or pornographic material.
2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.
3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as

BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.

4. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.
5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

II. School Affiliated Websites

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated web page which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personality-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

III. Enforcement

A. Methods of Enforcement

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

1. The district uses a technology protection measure that blocks access to some sites that are not in accordance with

the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.

2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.
3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

B. Any violation of school policy and rules may result in that staff member facing:

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;
2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;
3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

IV. Off-Duty Personal Use

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Commentary – Originally, the distinction between 'on duty' and 'off duty' use of school internet and computers was not delineated in this policy. The phrase "While one duty" was added to

several sections of this policy plus a section Off Duty Personal Use was added at the very end.

The new section mirrors the requirements contained in policy 3044, which covers personal use of school resources, including when it is permissible. In addition to complying with other district policies, it requires personal internet/computers by staff to comply with NDE Rule 27, so it is clear that inappropriate or unauthorized use can be used as part of a personnel case or Professional Practice Commission (PPC) complaint.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5008 Pregnant or Parenting Students

Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

I. Accommodations Regarding Attendance and Participation

A. Generally

Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

1. If the student cannot regularly attend classes, the provision of online courses;
2. The arrangement of meeting times with teachers;
3. If the student has not identified appropriate childcare, the identification of child care providers that meet statutory requirements for quality and care; and
4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators including, but not limited to, modification of attendance policies.

B. Students with Disabilities

For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

II. Accommodations Regarding Lactation and Breastfeeding

A. Accommodations

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than

- a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.
2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which accommodates the student's needs while facilitating education to the maximum extent possible.
 3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

B. Educational Process

In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Commentary – Basically, the changes made to this policy are minor but they do align with NDE's model policy dealing with this matter.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5026

Sex Discrimination and Sexual Harassment of Students

I. Sex Discrimination

- A. The district prohibits discrimination on the basis of sex in any educational program or activity except when it is necessary to accomplish a specific purpose that does not impinge upon essential equality or fairness in the treatment of students or employees. Employees are required to comply with this policy as well as with Title IX of the Education Amendments of 1972 and the regulations of the U.S. Department of Education as applicable to this district.
- B. Any individual who believes he or she is being discriminated against on the basis of race, color, national origin, sex, marital status, disability, or age may seek relief by filing a complaint pursuant to the board's complaint policy or contacting the district's Title IX coordinator.

II. Sexual Harassment

- A. Students should be provided with an environment that is free from unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct constituting sexual harassment. The board of education unequivocally prohibits sexual harassment of its students, even when the affected student does not complain to the faculty or the administration.
- B. Sexual harassment is a form of misconduct that wrongfully deprives students of their dignity and the opportunity to study and be in an environment free from unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment means:
- C. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's educational opportunities or creates an intimidating, hostile or offensive learning environment.

- D. A student who feels he or she has been sexually harassed should directly inform the offending student that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offending student, or if direct communication has been ineffective, the student should report the conduct or communication to the Title IX coordinator or to a teacher, principal or counselor with whom she or he feels comfortable.
- E. Retaliation against students who make good faith reports of sexual harassment is prohibited.

III. Disciplinary Decisions

- A. A decision to take disciplinary action under this policy may be based on the statements of a complaining student, statements, observations of educators, or any other credible evidence.
- B. All complaints against staff members will follow the investigation, decision, and appeal process established in the district's complaint policy.
- C. Any student who sexually harasses another student will be subject to discipline up to and including expulsion, depending on the severity of the misconduct, as established in the district's student discipline policy.

Commentary - The Department of Education released new guidance on Title IX investigations in 2017. In the new guidance the DOE rescinded some Obama administration procedures for the investigation and appeal of district decisions involving sexual harassment. The Trump Administration has indicated that the 2001 Title IX Guidance from the Bush Administration should be followed, unless otherwise directed by the DOE. One of the big changes from this decision is that districts may choose the appeal process for Title IX investigations. A district is not required to offer an appeal from its decision regarding responsibility and disciplinary sanctions. A district can allow only the accused party to have an appeal, as they are the party that "stands to suffer from any penalty imposed" according to decision from the Office of Civil Rights. A district can also allow appeals for both parties once a decision has been made.

In addition to a decision on the appeals process, the district may

choose the level of evidence required to reach a conclusion that sexual misconduct has occurred. The district may use a preponderance of the evidence standard or a clear and convincing evidence standard. A preponderance of the evidence standard means that the evidence shows it is more likely true than not that the accusations are true. A clear and convincing evidence standard is a higher bar of proof that requires a party to show that it is substantially more likely than not that the accusations are true.

These are very brief explanations of the appeals and evidence issues raised by the Title IX guidance. The complaint procedure in Policy 2006 will follow a preponderance of the evidence standard, as that is customary in student conduct investigations, and is lawful under the new guidance. Policy 2006 will also reflect a complaint procedure that allows both parties in a student misconduct allegation to appeal the decision.

Adopted on: _____

Revised on: _____

Reviewed on: _____

Delete Policy 5027 – This policy was combined with 5026 and, therefore, is no longer needed.

5035 Student Discipline

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

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

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

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that

occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

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

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

Students may be excluded by the Principal from school or any school function

for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Expulsion

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

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

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

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

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

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

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

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

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

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

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

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

delivered to the principal or superintendent in person or by registered or certified mail.

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

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

Reporting Requirement to Law Enforcement

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

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

Commentary - This policy was revised to reflect changes in state law. LB 1081 was passed this legislative session. Among other things it amended § 79-262 and § 79-293 to require that school districts collaborate with their local county attorney in order to determine what student conduct should be reported to law enforcement as a criminal violation. One of the forms for the 5000 series will be a form letter for subscribers to send to their county attorney requesting collaboration. Subscribers should attach this updated policy to the form letter and send it out as soon as possible. The amended § 79-262 requires the annual review of reportable student conduct occur before August 1. We have drafted what offenses we believe should be reported to law enforcement. If your county attorney collaborates with the district and requests additional or different conduct be reported, the district will need to work with their county attorney and amend the policy. The student handbook has been updated with this change as well.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5037
Student Internet and Computer Access

Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.

I. Student Expectations in the Use of the Internet

A. Acceptable Use

1. Students may use the Internet to conduct research assigned by teachers.
2. Students may use the Internet to conduct research for classroom projects.
3. Students may use the Internet to gain access to information about current events.
4. Students may use the Internet to conduct research for school-related activities.
5. Students may use the Internet for appropriate educational purposes.

B. Unacceptable Use

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3/mp4 sharing systems.
5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.

6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not forge electronic mail messages or web pages.

II. Enforcement

A. Methods of Enforcement

1. The district monitors all Internet communications, Internet usage and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at

any time.

2. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
3. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
4. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

B. Consequences for Violation of this Policy

1. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
 - a. Loss of computer privileges;
 - b. Short-term suspension;
 - c. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
 - d. Other discipline as school administration and the school board deem appropriate.
2. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

III. Children's Online Privacy Protection Act (COPPA)

- A. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.
- B. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

Commentary – This policy was revised to correct an accidental omission that occurred in section I.B.3.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5045 Student Fees

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

A. Definitions.

- 1.** "Students" means students, their parents, guardians or other legal representatives.
- 2.** "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
- 3.** "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

B. Listing of Fees Charged by this District.

1. Guidelines for Clothing Required for Specified Courses and Activities.

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and

explain why the special clothing is required for the specific program, course or activity.

2. Safety Equipment and Attire.

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

3. Personal or Consumable Items.

The district does not provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

4. Materials Required for Course Projects.

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

5. Extracurricular Activities.

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

- Student activity card \$40.00/\$150.00
Covers admission to all extracurricular events

- Future Business Leaders of America \$14.00

- Cheerleading, Drill Team, Flag Corps Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be \$700.00.

- Football students must provide their own

- | | |
|-----------------------------|--|
| | football shoes, undergarments, and mouth guards |
| ▪ Golf | students must provide their own golf shoes, undergarments, and clubs |
| ▪ Softball and Baseball | students must provide their own shoes, gloves, and undergarments |
| ▪ Future Farmers of America | student must purchase their own jackets and pay dues of \$20.00 |
| ▪ FCCLA | \$13.00 |

6. Post-Secondary Education Costs.

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

7. Transportation Costs.

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

The maximum dollar amount of the transportation fee charged by this district shall be the current IRS mileage rate.

8. Copies of Student Files or Records.

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

9. Charges for Food Consumed by Students.

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades K-8
 - Regular Price \$1.80
 - Reduced Price \$0.30

- Breakfast Program – Grades 9-12
 - Regular Price \$1.80
 - Reduced Price \$0.30

- Lunch Program – Grades K-8

- Regular Price \$2.45
- Reduced Price \$0.40

- Lunch Program – Grades 9-12
 - Regular Price \$2.70
 - Reduced Price \$0.40

10. Charges for Musical Extracurricular Activities.

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

- Band Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers

- Swing Choir Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$25.00.

C. Waiver Policy.

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students

who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

D. Distribution of Policy.

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

E. Voluntary Contributions to Defray Costs.

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

F. Fund-Raising Activities

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

G. Student Fee Fund.

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve as a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Commentary - This policy was revised to correct section (B)(4) Materials Required for Course Projects. Course projects that are required in the curriculum cannot have a fee associated with them. Elective coursework counts toward graduation and advancement between grades, and does not qualify as an extracurricular activity under § 79-2,126. However, students who wish to buy different or more advanced materials, such as additional art supplies or lumber, may purchase those materials through the school or provide the materials themselves. The course must include a basic project that can meet the curriculum with materials the district will provide.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5054 Student Bullying

Definition of Bullying. The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The District’s administrators are authorized to use both of these definitions to determine whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

Disciplinary Consequences. The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district’s day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

Bullying Based on Protected Class Status. Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district’s antidiscrimination policies.

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district’s student assistance team.

Bullying Prevention and Education. Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship.

Policy Review. The school district shall review this policy annually.

Commentary - This policy was revised to include two definitions of bullying into the policy. One definition is what federal courts have used in litigation alleging that schools have been deliberately indifferent to bullying among students. This definition provides some useful tools when discussing bullying with parents. The other definition comes from the language in state law which requires schools to have an anti-bullying policy. This policy gives the administrative team the discretion to use these two definitions to make their own determination on a case-by-case basis.

The next set of additions are designed to resolve a conflict between state and federal law. The Nebraska Student Discipline Act says that school administrators may only long-term suspend or expel a student for misconduct which occurs on school grounds, in a school vehicle, or at a school activity. But that does not mean that school administrators can simply ignore off-campus cyberbullying. The IDEA, Section 504, and Title IX all require school staff to take prompt remedial action to assist a student who has been bullied or harassed due to a protected status characteristic -- disability, sex, race, etc. This obligation under federal law exists if the bullying or harassment is interfering with the student's ability to access education, regardless of where the student was when the bullying or harassment occurred. Two paragraphs were added to the bullying policy to make the distinction between punishment of the bully and support for the victim clear under the policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5062
Lice and Nits

Students found to have live head lice or louse eggs will not be permitted at school and will be sent home. Upon discovering the presence of any indication of lice or louse eggs, the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately.

Students will not be permitted to return to school until the district finds that no live lice or louse eggs can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined.

The student cannot ride the school bus until the district has cleared the student to return to school.

Commentary – The word 'nits' was removed from this policy. This policy is less aggressive and more in line with what DHHS and the Centers for Disease Control have said.

Adopted on: _____
Revised on: _____
Reviewed on: _____

6021
**District Criteria for Selecting Evaluators to be Used for Special
Education Evaluation and Verification and Independent Educational
Evaluations**

The following criteria shall be used for selecting evaluators according to 92 Nebraska Administrative Code 51-006.07B:

1. Those in-state service agencies that have approved rates for the current year established by the Nebraska Department of Education. A list of service agencies with approved rates, including state agencies, individual providers, and in-state providers may be found at <https://www.education.ne.gov/sped/service-agencies/>.
2. Those Nebraska providers located within 100 miles of the school district.

Commentary – Apologies for the goofy alignment. I couldn't get it fixed. Anyway, the URL was changed making our current policy incorrect. The above URL is the correct one.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6031 Emergency Exclusion

Grounds for Emergency Exclusion. Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

Extension of Exclusion. Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

Notification of Student's Parent(s) or Guardian(s). The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing.

Opportunity to Request a Hearing. The student's parent(s) or guardian(s) may submit an oral request for a hearing on the proposed extension of the exclusion within two school days of receiving the initial notice. If the initial request for a hearing is oral, they shall confirm the request in writing.

Failure to Request a Hearing. If the parent(s) or guardian(s) do not request a hearing within two school days of receiving oral or written notice,

the proposed extension of the exclusion shall automatically go into effect.

Appointment and Qualifications of a Hearing Examiner. If the parent(s) or guardian(s) request a hearing, the superintendent shall appoint a hearing examiner upon receiving a request for a hearing. The hearing examiner may be any person who did not bring charges against the student, is not to be a witness at the hearing, and has no involvement in the charge.

Hearing Examiner's Notice to Parent(s) or Guardian(s). The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within five school days after the school district receives the initial oral or written request; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

Continued Exclusion. If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

Examination of Student's Records and Affidavits. Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

Attendance at Hearing. The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

Student's Witness(es). The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

Right to Know Issues and Nature of Testimony. The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or

expert witnesses.

Presence of Student and Witnesses at the Hearing. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify.

Sworn or Affirmed Testimony. The principal or his or her designee shall present evidence supporting the recommended extension of the exclusion. Witnesses will give testimony under oath of affirmation, and may be questioned.

Hearing Examiner's Report and Recommendations. The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

Superintendent's Decision. The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

Commentary - A sentence fragment under the heading "Extension of Exclusion" was corrected. In the last sentence of that same paragraph, the word "considered" was changed to "made".

Adopted on: _____
Revised on: _____
Reviewed on: _____

5027

Sexual Harassment of Students by Other Students

Students should be provided with an environment that is free from unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct constituting sexual harassment. The board of education unequivocally prohibits sexual harassment by its students against other students even when the affected student does not complain to the faculty or the administration.

Sexual harassment is a form of misconduct that wrongfully deprives students of their dignity and the opportunity to study and be in an environment free from unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment means:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's educational opportunities or creates an intimidating, hostile or offensive learning environment.

A student who feels he or she has been sexually harassed by another student should directly inform the offending student that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offending student, or if direct communication has been ineffective, the student should report the conduct or communication to the Title IX coordinator or to a teacher, principal or counselor with whom she or he feels comfortable.

Retaliation against students who make good faith reports of sexual harassment is prohibited.

Any student who sexually harasses another student will be subject to discipline up to and including expulsion, depending on the severity of the misconduct. A decision to take disciplinary action under this policy may be based on the statements of a complaining student, statements, observations of educators, or any other credible evidence.

This policy pertains to sexual harassment of students by other students. The sexual harassment of students by school district employees is governed by other board policy.

Adopted on: _____
Revised on: _____
Reviewed on: _____

6036 Reading Instruction and Intervention Services

The purpose of this policy is to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. It is the school district's goal that each student be able to read at or above grade level by third grade.

Effective Reading Teachers. It is the intent of the school district to employ teachers for kindergarten through third grade who are effective reading teachers as evidenced by (a) evaluations based on classroom observations and student improvement on reading assessments or (b) specialized training in reading improvement.

Reading Assessment. Beginning in 2019-20, the school district will administer a reading assessment approved by the Nebraska Department of Education three times during the school year to all students in kindergarten through third grade. Exceptions to this requirement include:

- Any student receiving specialized instruction for limited English proficiency who has been receiving such instruction for less than two years;
- Any student receiving special education services for whom such assessment would conflict with the individualized education plan; and
- Any student receiving services under a plan pursuant to the requirements of section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. 794, or Title II of the federal Americans with Disabilities Act of 1990, 42 U.S.C. 12131 to 12165, as such acts and sections existed on January 1, 2018, for whom such assessment would conflict with such section 504 or Title II plan.

The first assessment must occur within the first 30 days of the school year.

Diagnostic assessments used within a supplemental reading intervention program do not require Nebraska Department of Education approval.

Deficiency Identification. Any student in kindergarten through third grade performing below the threshold level as determined by the Nebraska Department of Education shall be identified as having a reading deficiency for purposes of the Nebraska Reading Improvement Act and this policy. A student who is identified as having a reading deficiency shall remain identified as having a reading deficiency until the student performs at or above the threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act or this policy shall prohibit a school district from identifying any other student as having a reading deficiency.

Supplemental Reading Intervention Program. The school district will provide a supplemental reading intervention program to ensure that students can read at or above grade level at the end of third grade. The school district may work collaboratively with a reading specialist at the Nebraska Department of Education, with educational service units, with learning communities, or through interlocal agreements to develop and provide such supplemental reading intervention programs. Each supplemental reading intervention program must:

- Be provided to any student identified as having a reading deficiency;
- Be implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
- Make available a summer reading program each summer for any student who has been enrolled in grade one or higher and is identified as continuing to have a reading deficiency at the conclusion of the school year preceding such summer reading program. The summer reading program may be held in conjunction with existing summer programs in the school district or in a community reading program not affiliated with the school district or may be offered online.

The supplemental reading intervention program may also include:

- Reading intervention techniques that are based on scientific research and best practices;
- Diagnostic assessments to frequently monitor student progress throughout the school year and adjust instruction accordingly;
- Intensive intervention using strategies selected from the following list to match the weaknesses identified in the diagnostic assessment:
 - Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
 - Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
 - Daily targeted individual or small-group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;
- Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
- Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

Parent/Guardian Notification. The school will give notice in writing or by electronic communication to the parent(s) or guardian(s) of any student identified as having a reading deficiency within 15 working days of such identification that the student has been identified as having a reading deficiency and that an individual reading improvement plan will be established and shared with the parents or guardians.

Reading Improvement Plan. Any student who is identified as having a reading deficiency will receive an individual reading improvement plan no later than 30 days after the identification of the reading deficiency. The reading improvement plan may be created by the teacher, the principal, other pertinent school personnel, and the parents or guardians of the student and shall describe the reading intervention services the student will receive through the supplemental reading intervention program to remedy the reading deficiency. The student must receive reading intervention services through the supplemental reading intervention program until the student is no longer identified as having a reading deficiency.

Reading Progress. Each student in kindergarten through third grade and his or her parent(s) or guardian(s) will be informed of the student's reading progress within a reasonable time after the school district receives the results from the student's approved reading assessment.

Adopted on: __
Revised on: __
Reviewed on: __



MEMORANDUM OF AGREEMENT

TO: Twin River Public Schools
FROM: Genoa Medical Facilities
DATE: Tuesday, July 10, 2018
RE: School Nursing Activities for 2018-2019 School Year

Genoa Medical Facilities will provide Nursing Activities for the 2018-2019 school year according to the following terms:

- Twin River Public Schools will designate the place, day, and time for the nursing care.
- Nursing care will be provided 40 hours per week.
- Drive time is included in the hours charged.
- Twin River Public Schools will pay Genoa Medical Facilities the sum of \$6,089.20 per month for nine (9) months for this service.
- Twin River Public Schools will also pay Genoa Medical Facilities \$0.40/mile for mileage accrued to and from Twin River Public School-Silver Creek and Genoa Medical Facilities.
- Twin River Public Schools will pay Genoa Medical Facilities \$35.13/hour for any hours worked outside of the normal nine-month school year that are requested on behalf of Twin River Public Schools.

Genoa Medical Facilities – TRPS Fees

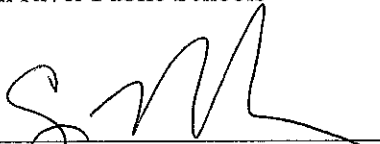
2018-2019

\$6,089.20/month

40 hours/week times 39 weeks/school year = 1,560 hours
1,560 hours times \$35.13/hour = \$54,802.80/school year
\$54,802.80/9 months in school year = \$6,089.20/month

Mileage will be added at \$0.40/mile

Dr. John Weidner
Superintendent
Twin River Public Schools



Cory Nelson
CEO
Genoa Medical Facilities

Date

7/10/2018

Date



DISTRICT LETTERHEAD

Primary Business Address
Your Address Line 2
Your Address Line 3
Your Address Line 4

Phone: 555-555-5555
Fax: 555-555-5555
E-mail:
someone@example.com

Today 's Date

Teacher Certification Office
P O Box 94987
Lincoln NE 68509-4987
Fax: 402-742-2359

To Whom It May Concern:

The use of the local substitute teaching certificates has been approved by the board of education of the
----- Public Schools. I request that you issue a local substitute
teaching certificate to:

(NAME)

(SSN)

Sincerely,

(Signature)

-----, Superintendent

----- Public Schools

**INTERLOCAL AGREEMENT
FOR INSTRUCTIONAL PROGRAMS BETWEEN
TWIN RIVER PUBLIC SCHOOLS AND
CENTRAL COMMUNITY COLLEGE**

This Agreement is made the day and year hereinafter written by and between Twin River Public Schools a/k/a/ Twin River High School hereinafter referred to as "TRHS," and Central Community College, hereinafter referred to as "CCC," under and pursuant to the Interlocal Cooperation Act as set forth in Sections 13-801 to 13-827 R.R.S. Neb. ("Act") and other laws. TRHS has as its primary place of business 816 Willard Avenue, P.O. Box 640, Genoa, NE 68640; and CCC has as its primary place of business for purposes of this agreement at CCC's Administrative Offices, 3134 West Highway 34, P.O. Box 4903, Grand Island, NE 68802-4903.

WHEREAS, TRHS and CCC are both public agencies under and pursuant to the Act and other laws and desire to cooperate with each other and allow for CCC to conduct college courses and programs at facilities owned and maintained by TRHS, hereinafter referred to as the "Program"; and

WHEREAS, the governing body of each of the parties has approved this Agreement as required by law and all the parties hereto can expect to substantially benefit from the same courses; and

WHEREAS, TRHS wishes to update the school district's curriculum for the career, technical and/or academic programs; and,

WHEREAS, TRHS desires to develop a revenue neutral program with CCC, with all costs of the Program covered by the contractual agreement with TRHS and CCC and through tuition and fees paid by participating TRHS students receiving CCC credit.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, it is agreed as follows:

1. Term. The term of this Agreement will be from January 1, 2018 through June 30, 2020, unless extended by mutual agreement of the parties. Unless written notice is given by TRHS to CCC on or before 90 days prior to end of agreement, of a desire to terminate this agreement at the end of the term, this Agreement shall be extended to include additional annual terms to be from July 1 through June 30 of proceeding years.

2. Purpose. To provide the course and programs on an interlocal cooperative basis to the mutual benefit of both parties. The Program, subject to adjustments by the Program Administrators as provided herein, or their successors, generally includes the components set forth in Sections 3 and 4 of this Agreement.

3. Central Community College: Central Community College agrees to provide the following:

a. Courses of Instruction. CCC shall provide a course of instruction to include instructional and appropriate interactive experiences for the students to be taught and conducted by qualified instructors employed by CCC or TRHS, meeting CCC guidelines. Courses may include, but are not limited to: Automotive Technology, Construction Technology, Mechatronics, Business Technology, Information Technology, Advanced Manufacturing, Design Technology, and general education courses like Mathematics, English, Spanish, Sciences, and History. Courses will be determined on an annual basis and part of an addendum agreed upon by CCC and TRHS.

b. Licenses or permits (if applicable): CCC shall secure and pay for necessary licenses or permits, if any are required for the Program and shall operate such instructional program, in full compliance with all applicable local, state, and federal laws.

c. Textbooks and Computer Software. CCC shall provide all required software, specifications for TRHS classroom computers used for the College courses, text books or other class materials, and reference libraries for use by the students enrolled in this Program. TRHS assumes no responsibility for any loss or theft of textbooks, educational materials, or the like belonging to either CCC or to students enrolled in CCC's courses.

d. Equipment. CCC shall provide TRHS with the specifications and estimated costs for major mechanical equipment and specifications for safety equipment including ventilation specifications to be purchased by TRHS for use of CCC in the conduct of the Program. This agreement allows for financial assistance to be provided by CCC to TRHS for such equipment or required supplies as agreed upon by TRHS and CCC.

e. Faculty. TRHS or CCC shall provide the faculty to teach the Program. For the Program, TRHS will notify CCC of any changes in faculty as such changes occur. All faculty shall be certified by the State of Nebraska to teach secondary education. In the event a TRHS instructor or alternate instructor is unavailable for any reason, CCC and TRHS will mutually decide upon a competent professional person to assist in the supervision of students enrolled in the course of study being conducted on TRHS's facilities. TRHS will require all faculty assigned to TRHS's facilities to observe all policies, rules, regulations, and administrative directives duly adopted and in effect at TRHS. CCC shall provide instructor training and training aids. CCC will provide instructor evaluation and supervision of the Program courses offered for college credit.

f. Calendar. CCC and TRHS will exchange instructional calendars indicating dates which are designated as holidays and vacation periods by both institutions. The program administrators shall coordinate and agree on final calendars and program dates. Instruction at TRHS facilities will meet the minimum contact hours required for CCC courses.

g. Number of Students and Class Schedule. CCC and TRHS shall designate the number of students allowed to participate in TRHS facilities. CCC and TRHS assume full responsibility for designating the time schedule for the Program courses. CCC will not schedule activities on TRHS's premises at unreasonable or inconvenient times for TRHS. TRHS activities and programs shall have priority, subject to coordination between the Program Administrators. TRHS agrees to assist students with registration in CCC courses and CCC will provide the instructor with roster and grading resources. If, for any reason, there are any significant changes in the number of students or in the time schedule agreed upon after classes start, TRHS will notify CCC.

h. Student Welfare. CCC shall be solely responsible for student learning through the direction of full-time or part-time CCC faculty assigned to these programs. Students assigned to the courses at TRHS's facilities shall meet all safety requirements and

regulations. In the event any student should sustain minor illnesses or emergency health situations while on TRHS's premises, such student will be required to notify the instructor. TRHS agrees to direct emergency medical care for students in case of an illness or accident while on TRHS's premises including contacting 911 if needed. The CCC instructor shall complete an accident report as required by CCC procedures. CCC will require all students assigned to TRHS's facilities to observe all policies, rules, regulations, and administration directives duly adopted and in effect at TRHS.

i. Liability Insurance. CCC shall obtain and maintain primary liability insurance coverage, with a certificate of insurance to be provided to TRHS and updated annually covering all acts or omissions of CCC faculty or students who are assigned to the Program and TRHS facilities in the individual or aggregate amount of no less than \$1,000,000, and shall cause TRHS to be named as an additional insured on such policy or policies.

j. Dismissal of Students. CCC shall follow TRHS administrative recommendations regarding student disciplinary measures with regard to TRHS students enrolled in the CCC Program. TRHS may make reasonable recommendations to CCC that any student whose performance or conduct is unacceptable or contrary to TRHS policies, rules, regulations, and administrative directives duly adopted and in effect at TRHS to be dismissed from the Program. CCC agrees, after receipt of a reasonable request from TRHS to dismiss a student, to dismiss any such student; provided, however, any such dismissal must be in full compliance with any and all applicable laws.

4. Twin River High School. Twin River High School agrees to provide the following:

a. Contribution from Costs. CCC will pay the current adjunct faculty rate for the Columbus High School instructor teaching assigned CCC College courses/credits for Program courses for each semester. For purposes of this paragraph annual school terms shall mean the equivalent of two semesters of course work, but shall be under terms agreed to by the Program Administrators. Tuition for CCC courses and credits will be to each student in the Program. However, TRHS reserves the right to provide for the tuition of each student or assist student in seeking Foundation or Scholarship support.

b. Facilities. TRHS shall provide appropriate and functional facilities and access to reasonable and mutually agreed upon support spaces for communication, media or secure storage.

c. Support Staff. TRHS shall provide support faculty, facility maintenance, and attendant overhead costs, including electricity, heating and cooling, custodial service and trash services, CCC will provide appropriately marked hazardous waste containers and disposal of materials as related to program needs. TRHS will assume all responsibility for removing hazardous waste from TRHS premises.

d. Computers. TRHS shall provide access to computers for required programming, along with instructor access to printers and copy machines as provided to TRHS teaching staff.

e. Liability Insurance. TRHS shall obtain and maintain primary liability insurance coverage, with a certificate of insurance to be provided to CCC and updated annually covering all acts or omissions of CCC faculty or students who are assigned to the Program and TRHS facilities in the individual or aggregate amount no less than

\$1,000,000, and shall cause CCC to be named as an additional insured on such policy or policies.

5. Termination. This Agreement is subject to cancellation by either party, without cause, with 120 days written notice to the other.

6. Administration of Programs and Miscellaneous. A separate legal entity will not be created by this Agreement. The Program shall, however, be administered by one individual appointed by each party ("Program Administrators") who will meet, as necessary, to administer the Program, interpret this Agreement and make appropriate adjustments in the Program as may be required from time to time. Unless otherwise agreed, TRHS shall serve as the fiscal agent of the Program and this cooperative activity between the parties and may adopt and utilize such accounting, payment, and budgeting procedures as it deems necessary to implement this Agreement. The Program Administrators shall also meet near the end of the term of this Agreement and determine issues of continuation and procedures for exercising the options to renew as provided herein.

7. Indemnification. To the fullest extent permitted by law, each party shall indemnify, defend, and hold harmless each other and the other parties' officers, agents, and employees from and against claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of or resulting from each agency's performance of this Agreement that may result in any claim or damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to, or destruction of, tangible or intangible property, including the loss of use resulting therefrom that is caused in whole or in part by such party or anyone directly or indirectly employed by the same. This section shall not require any individual or public agency to indemnify or hold harmless the other agencies to this Agreement for losses, claims, damages, and expenses arising out of, or resulting from, the agency's or its employees own sole negligence.

8. Amendment. Except as otherwise provided herein, this Agreement may be amended or modified only in writing signed by the parties hereto.

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, THEIR SUCCESSORS, AND ASSIGNS.

Central Community College

BY: Joel I. King 12-4-17
Authorized Official Date

Twin River Public Schools

BY: _____ Date
Authorized Official



Memorandum of Understanding for Early College Courses in CCC Service Area

This Agreement is entered into this 1st day of January, 2018 between Twin River High School hereinafter "TRHS" and Central Community College hereinafter "CCC", agree as follows:

WHEREAS, TRHS desires to provide course offering to its students in partnership with CCC, provided by CCC at TRHS, and,

WHEREAS, CCC is a community college that can provide course offerings to TRHS students for college credit, or for dual high school and college credit, and,

WHEREAS, the parties desire to enter into an agreement specifying the rights and responsibilities of the parties with respect to this partnership.

NOW, THEREFORE, the parties hereby agree as follows:

1. Students will be charged tuition and fees to CCC for any classes provided by CCC at the current published tuition rate. (See Addendum for classes offered). High School maintains ability to pay tuition or assist students with Foundation or scholarship assistance.
2. CCC will pay TRHS the published college adjunct rate of pay for each credit hour per section with registrations between 8 and 25 students. If enrollment in a section is less than 8, payment will be 80% of the published college adjunct rate. The minimum enrollment will be determined by the division dean and associate dean. Sections which have enrollments less than the established minimum may be combined for payment if approved by the division dean and associate dean.
3. If instructor is hired directly, CCC will provide W-2 forms as required by law and follow CCC payroll deadlines and processes.
4. Census data for the purposes of determining payment will be compiled by CCC by the 10th day of attendance each term.
5. Payment to TRHS for instruction or facility and technology usage will be made according to the CCC purchasing procedures, initiated by CCC representatives.
6. Grades for courses offered by CCC will be due per college schedule after the end of college course.
7. Instructors who teach college credit or dual credit courses pursuant to the terms of this agreement will be invited to annual adjunct instructor training as offered during the year. New faculty must attend Learning Management System training and meet with their supervising associate dean before teaching. Returning instructors must attend the training once every three years and update training as needed. CCC will pay attending instructors a stipend for each day of training at the published college rate.
8. Instructors must be appropriately credentialed prior to teaching according to current CCC guidelines. Credentials must be on file with CCC's Human Resources department. CCC will share credential files with TRHS as necessary.
9. Adjunct faculty will be observed and evaluated once within every three years by CCC personnel.

10. Instructors will use the college learning management system (LMS) in the delivery of their courses. Use of the LMS includes, but is not limited to, the approved course syllabus, the common grade scale established by the college and the approved electronic grade book.
11. Adjunct faculty will utilize the CCC common textbook, unless approval has been granted for an alternative textbook by the CCC instructional administration.
12. Instructors will participate in the collection of assessment of student learning data and will assist in the analysis of data when possible.
13. CCC shall follow TRHS administrative recommendations regarding student disciplinary measures with regard to TRHS students enrolled in CCC programs. TRHS may make reasonable recommendations to CCC that any student whose performance or conduct is unacceptable or contrary to TRHS policies, rules, regulations and administrative directive duly adopted and in effect at TRHS to be dismissed from CCC programs. CCC agrees, after receipt of a reasonable request from TRHS to dismiss a student, to dismiss any such student; provided, however, any such dismissal must be in full compliance with any and all applicable laws.
14. Students who are enrolled in CCC coursework are CCC students and are responsible for knowing and behaving in compliance to the CCC Student Code of Conduct and Civil Rights policies and procedures. Violations of the CCC Student Code of Conduct and/or Civil Rights policies and procedures shall be investigated and adjudicated by CCC personnel. TRHS and CCC agree that CCC will investigate and adjudicate cases where the violation occurs on CCC controlled property and TRHS will investigate and adjudicate cases where the violation occurs on TRHS controlled property. Prompt notice of any violation of the CCC Student Code of Conduct and any resulting sanctions or remedies shall be provided to School District officials. Sanctions and/or remedies resulting from Civil Rights investigations conducted by either party will be shared between CCC and TRHS. Should reports of violations come to either party where the party does not have jurisdiction, those reports will be forwarded to the other party for evaluation for potential investigation and adjudication. CCC staff shall provide training on the Code of Conduct and education pursuant to Title IX regulations and the Violence Against Women Reauthorization Act of 2013 to any early college students who attend courses on CCC property at the beginning of each semester.
15. This agreement shall remain in full force and effect for one academic year, and shall be renewed annually following that date upon like terms and conditions unless one of the parties notifies the other in writing ninety (90) days prior to the expiration of this agreement that it desires to renegotiate an agreement. Specific class offers will be updated by addendum to this agreement on an annual or semester basis.
16. Changes to this agreement must be in writing and executed by both parties to the agreement.

Central Community College Representative

High School Representative

Date

Date

10/17/17



Addendum to the Memorandum of Understanding for Early College Courses in CCC Service Area

This Addendum to the Memorandum of Understanding (MOU) is entered into this 1st day of January, 2018 between Twin River High School hereinafter TRHS and Central Community College hereinafter CCC, agree as follows:

1. Payment for Courses: the following option will apply for TRHS (select one option)
- Payment for courses will be made to the high school, in accordance with item #2 of the MOU; or
 - Payment for courses will be made directly to the high school instructor, in accordance with item #3 of the MOU

2. Proposed Courses to be offered at TRHS:

Term	ALPHA/Title	Instructor Name	Credits
18/SP	MATH*1600*DC653 Analytic Geometry/Calc I	Samuel Robb	5.00

3. Facility and Technology (F&T) Reimbursement (indicate if F&T rate is applicable)

- When applicable, F&T Reimbursement will be made annually based on the reimbursable education units (REU) assigned to the credit bearing course taught at TRHS. Credit courses may be assigned one of three REU rates: 1.00, 1.50, or 2.0. The F&T reimbursement rate will be paid according to the following schedule:

REU Rating	F&T Rate per Credit Hour	Course Type
1.00	\$1.50	General Education
1.50	\$3.00	Light Vocational
2.00	\$4.50	Heavy Vocational

Reimbursement will be determined by the following formula:

F&T Rate x Number of course credits x number of students enrolled at the census date

04/24/2018

SUPPLY REIMBURSEMENT SUMMARY BY LOCATION

COURSE-SECTION	TITLE	CRED HEADS	SUP RATE	AMOUNT	LOCATION
MATH*1600*DC653 - 18/SP Analytic Geometry/Calc I		5.00	7.50	22.50	491 GENOA/TWIN RIVER HIGH SCHOOL
TOTAL		5.00		22.50	

