

Board of Education Regular Meeting
Monday, July 8, 2019 7:00 PM
HS CONFERENCE ROOM
705 N 9th St

1. OPENING PROCEDURES
 1. Call Meeting to Order
 2. Roll Call
 3. Pledge of Allegiance
2. WELCOME TO GUESTS AND PUBLIC FORUM
3. CONSENT AGENDA
 1. Approval of Regular Meeting Agenda
 2. Minutes of the Previous Board Meeting(s)
 3. Monthly Financial Reports
Updated Check Register Attached
4. CURRICULUM/INSTRUCTION REPORTS
5. REVIEW OF ANNUAL DISTRICT PLAN
6. PRINCIPALS' REPORTS
7. SUPERINTENDENT'S REPORT
8. COMMITTEE AND REPRESENTATIVE REPORTS
 1. Americanism/Education Evaluation
 2. Buildings and Grounds Committee
 3. Finance Committee
 4. Negotiations Committee
 5. Professional Development Sharing
9. UNFINISHED BUSINESS
10. NEW BUSINESS
 1. Discuss and Consider on First Reading amendments to Policy 8151 Standing Committees and Policy 8153 Standing Committee on Americanism
 2. Discuss and Consider on First Reading Required Policy Updates on First Reading: 1120-Tobacco Policy; 3130-Purchasing Policies; 3131- Procurement Plan; 4030-Wage Information; 5001-Admission Requirements; 5012-Military Recruiters; 5101- Student Discipline; 5104-Drug and Substance Use and Prevention; 5305-School Dances; 6211-Curriculum-Assessments; 6410-Family Engagement Policy
 3. Discuss and Consider on First Reading Amendment to Policy 9320--Business Operations on First Reading
 4. Discuss, Consider and Take Necessary Action to approve the quote for changing exterior doors to electronic locks
 5. Discuss, Consider and Take Necessary Action to approve concourse cement at the baseball field
 6. Discuss, Consider and Take Necessary Action to approve the purchase of minivan
 7. Discuss, Consider and Take Necessary Action to approve the contract for Arbor Family Counseling Services for the 2019-2020 school year
 8. Discuss, Consider and Accept the 2018-2019 Annual Transportation Report

9. Discuss, Consider and Take Necessary Action to enter into contract with ProCare for Elementary SPED Teacher
10. Discuss, Consider and Take Necessary Action to approve the 2019-2020 shuttle bus agreement with St. Paul's Lutheran School
11. Discuss, Consider, and Take Necessary Action to Set Hot Breakfast/Lunch Prices for 2019-2020
11. EXECUTIVE SESSION
12. ACTION ON EXECUTIVE SESSION ITEMS
13. ADJOURNMENT

GENERAL FUND EXPENDITURES

JUNE 2019

Accounts Payable \$ 111,883.02

Payroll \$ 308,224.62

Total General Fund \$ 420,107.64

Arlington Public Schools
June 30, 2019

Fund Name 2 Rivers Bank	Starting Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund - 864	\$ 219,124.03	\$ 646,804.85	\$ 580,806.68	\$ (4,969.72)	\$ 280,152.48
Activities - 109	\$ 143,323.16	\$ 21,927.59	\$ 34,933.09	\$ -	\$ 130,317.66
Sweep - 956	\$ 4,833,890.55	\$ 2,795.10		\$ 24,920.44	\$ 4,861,606.09
Hot Lunch - 487	\$ 143,734.91	\$ 11,108.61		\$ (19,950.72)	\$ 134,892.80
Employee Benefit Fund	\$ 32,143.99	\$ -	\$ 19,336.52	\$ -	\$ 12,807.47
		May ins check cashed in June			
Depreciation Fund	\$ 1,686,893.25	\$ 972.29		\$ -	\$ 1,687,865.54
2017 Bond Refunding	\$ 728,864.65	\$ 46,270.76	\$ 82,888.64	\$ -	\$ 692,246.77
QCPUF	\$ 269,475.31	\$ 32,196.21	\$ 21,213.75	\$ -	\$ 280,457.77
Spec Bldg Fund	\$ 387,741.03	\$ 25,356.94	\$ -	\$ -	\$ 413,097.97
Total Special Funds	\$ 3,105,118.23	\$ 104,796.20	\$ 123,438.91	\$ -	\$ 3,086,475.52

CHECK REGISTER FOR JULY 2019 BOARD MEETING

(Includes special fund checks)

PAYEE NAME	DESCRIPTION	AMOUNT
Awards Unlimited	Awards	\$51.00
Barclay	Writing books	\$77.23
Beyond Play	Senso band	\$31.85
Campus Agenda	Elem agendas	\$488.25
Cengage Learning	Working papers Chapters 1-17	\$100.65
Cengage Learning	Big ideas geometry text books	\$420.00
Chem Tech	Pest Control	\$92.64
Delta Education	Food coloring	\$69.76
Demco	Supplies	\$169.44
Demco	Supplies	\$147.64
Dennis Supply	Wrenches	\$89.39
DLR Group Inc	Contracted Services	\$6,835.15
Eagle Auto	White mini van	\$1,028.39
Eagle Auto	Chevy 11p 2009	\$1,398.86
EAI Education	Supplies	\$659.93
Educational Service Unit #2	Sunday Training	\$600.00
Egan Supply	Maintenance Supplies	\$1,572.06
Enterprise Publishing	Legal Notices / Minutes	\$150.64
ESU #3	Verbal Learning Workshop	\$195.00
ESU #3	SRS Student Record System	\$2,705.00
ESU Coordinating Council	World Book Online	\$106.20
Fastbridge Learning LLC	Fast Subscription	\$3,000.00
Fremont Chamber of Commerce	Drive Through Job Fair	\$50.00
Fremont Electric	Broken power line at ball field	\$208.65
Fremont Sanitation	Trash Service	\$378.00
Great Lakes Sports	Supplies	\$196.45
Handwriting without tears	First School Book	\$280.50
Hireright	Drug tests / supplies	\$125.00
Hodges Badge Company	Victory Torch Square	\$84.53
Holiday Inn	School Nurse Conference	\$199.90
Hometown Leasing	Copier Lease	\$1,723.15
Hoodmasters	Hood exhaust cleaning kitchen	\$402.00
KSB School Law	Legal Services	\$440.00
Lakeshore Equipment Company	Alphabet Learning Socks	\$46.98
Lakeshore Equipment Company	Supplies	\$1,215.35
Lakeshore Equipment Company	Supplies	\$1,195.41
LE Learn2Move	PT Services	\$826.38
Lou's Sporting Goods	Windscreen	\$1,350.00
Lou's Sporting Goods	Turf	\$4,700.00
Menards	Pea Gravel	\$2.50
Menards	Maintenance Supplies	\$490.85
Metal Doors & Hardware	Blue gym supplies	\$2,065.00
Midwest Technology	Foam Brushes	\$109.71
Nasco	Supplies	\$108.74
Omaha Truck	Bus Parts / Repairs	\$2,117.30
One Source	Background Checks	\$108.00
OPPD	Electricity	\$8,221.21
O'Reilly Auto Parts	Bus / Van Parts	\$355.04
OWH	Ads	\$978.00
Pay Flex	Payflex	\$100.00
Plains Equipment	Deck Blade and Oil	\$209.06
Really Good Stuff, LLC	Supplies	\$614.13
School Specialty Supply	Neorok soft school - lilac	\$99.50
School Specialty Supply	Twist and write pencil	\$5.71
Senor Wooly LLC	Subscription	\$85.00
Sherwin Williams	Paint and supplies	\$126.12
Sherwin Williams	Paint and supplies	\$419.59

Super Duper Publications	Supplies	\$296.78
Teacher Created Resources	Supplies	\$110.55
Teacher Direct	Supplies	\$990.28
Teaching Strategies	Supplies	\$454.10
Thermo King Christensen	Bus Parts	\$181.98
Think Social Publishing	Supplies	\$323.33
Trophy Case	2 Plaque Plates	\$10.00
Trusco Manufacturing Company	Paint stripper	\$4,880.00
Two Rivers Bank	Direct Deposit Fee	\$18.00
United Private Networks	Distance Learning	\$554.00
Village of Arlington	Water	\$878.28
VISA	Supplies	\$4,445.03
Vista Higher Learning	Spanish Curriculum	\$20,780.67
Walmart	Supplies for Summer School	\$63.23
Weldon Parts	Bus Parts	\$566.96
Wenger	Risers	\$1,777.00
Total Payables		\$85,957.03

HANDPAYABLES

4Tec Precision Imaging	Audio Tech	\$3,538.90
Arlington Education Foundation	Jean Thompson Memorial	\$50.00
Arlington Education Foundation	Gail Barth Father memorial	\$25.00
Balls Out Motors LLC	Yamaha Golf Cart	\$4,690.00
Casey's	Track and Field day	\$217.09
Chem Tech	Pest Control	\$92.64
Chem Tech	Pest Control	\$92.64
Egan Supply	Maintenance Supplies	\$177.90
Fremont Sanitation	Trash Service	\$378.00
Ft Calhoun Comm Schools	Psychologist Services	\$4,877.13
Jackson Service	Kitchen Supplies	\$167.11
Kaplan Early Learning	Playground Supplies	\$512.17
Lease Finance Group	Lenovo Laptops	\$6,585.99
Menards	Graduation Supplies	\$177.48
NE Extension Office Wash County	Chick Embryology in school	\$10.00
NE Food distribution	Food	\$95.70
Shell	Gas for vehicles	\$2,020.58
Two Rivers Bank	Direct Deposit	\$18.00
US Foods	Food	\$1,796.66
Watkins Concrete Block Company	Bricks	\$403.00

Total Handpayables	\$25,925.99
---------------------------	--------------------

Total General Fund	\$111,883.02
---------------------------	---------------------

SPECIAL FUNDS

BCBS	Admin premiums	\$9,668.26	Employee Benefit Fund
------	----------------	------------	-----------------------

Total Special Funds	\$9,668.26
----------------------------	-------------------

ACTIVITY BALANCE as of 6/30/19

Source			YTD	YTD	
Code:	Account	Beginning Bal	Expenditures	Revenues	Balance
701	One School One Team	12,920.89	\$14,634.67	\$4,865.00	\$3,151.22
702	Always For Kids	\$24,966.69	\$21,199.28	\$43,431.25	\$47,198.66
703	Art Class	\$6,822.94	\$1,387.75	\$2,017.40	\$7,452.59
704	Art Club	\$1,181.87	\$48.75	\$0.00	\$1,133.12
705	Athletics	-\$2,241.46	\$79,606.42	\$64,420.43	-\$17,427.45
706	Band	\$2,775.42	\$1,212.83	\$5,747.63	\$7,310.22
707	Band Fund Raising	\$1,273.21	\$6,636.55	\$2,706.90	-\$2,656.44
762	Baylor/ACT	\$2,704.09	\$0.00	\$275.00	\$2,979.09
708	Book Club	\$270.55	\$0.00	\$0.00	\$270.55
709	Cheerleading	\$776.00	\$24,282.71	\$23,273.20	-\$233.51
734	Class of 2018	\$1,453.91	\$0.00	\$0.00	\$1,453.91
765	Class of 2019	\$1,629.31	\$938.18	\$325.00	\$1,016.13
770	Class of 2020	\$4,937.76	\$5,946.12	\$2,900.00	\$1,891.64
771	Class of 2021	\$2,346.97	\$332.00	\$2,275.20	\$4,290.17
768	Class of 2022	\$1,343.83	\$0.00	\$1,213.50	\$2,557.33
772	Class of 2023	\$618.75	\$30.70	\$0.00	\$588.05
720	Concessions	\$1,558.34	\$27,353.18	\$25,850.23	\$55.39
721	Dance Squad	\$601.41	\$5,797.49	\$8,598.82	\$3,402.74
722	Drama	\$187.60	\$816.00	\$1,015.29	\$386.89
724	Elem Lounge	\$628.49	\$646.48	\$102.31	\$84.32
726	FBLA	\$10,177.52	\$37,616.03	\$36,256.22	\$8,817.71
732	FCS	\$2,689.74	\$1,367.94	\$520.00	\$1,841.80
766	FFA	\$10,964.39	\$20,109.92	\$22,326.87	\$13,181.34
758	Floor Fund	\$427.95	\$0.00	\$0.00	\$427.95
761	Honors History	\$607.09	\$0.00	\$0.00	\$607.09
735	Honor Society	\$1,115.57	\$674.98	\$794.70	\$1,235.29
744	HS Lounge	\$559.80	\$559.19	\$134.97	\$135.58
740	Industrial Tech	\$2,062.99	\$3,180.71	\$2,117.00	\$999.28
736	Interest	\$1,261.63	\$219.73	\$893.23	\$1,935.13
739	Library Fund Elem/HS	\$4,320.88	\$3,934.32	\$4,528.73	\$4,915.29
764	Metro	\$45,125.89	\$343.88	\$2,100.00	\$46,882.01
723	Middle School STEM	\$738.62	\$0.00	\$100.00	\$838.62
737	MS Student Council	\$3,340.99	\$223.06	\$1,185.77	\$4,303.70
756	Pepsi	\$3,788.83	\$1,845.37	\$1,040.74	\$2,984.20
724	Quiz Bowl	\$1,389.64	\$0.00	\$0.00	\$1,389.64
728	Reimbursement (general	\$3,437.14	\$1,693.57	\$1,255.03	\$2,998.60
714	SKILLS	\$478.68	\$3,102.00	\$2,660.00	\$36.68
746	Spanish Club	\$181.94	\$0.00	\$0.00	\$181.94
747	Speech	\$1,186.43	\$621.61	\$595.50	\$1,160.32
748	Spring Musical	\$5,256.80	\$13,372.11	\$15,994.02	\$7,878.71
749	Student Council	\$4,449.65	\$5,656.50	\$6,471.23	\$5,264.38
750	Student Vending	\$3,156.75	\$1,703.37	\$752.11	\$2,205.49
751	Swing Choir	\$3,101.92	\$3,741.60	\$2,560.76	\$1,921.08
717	Transition	\$1,613.51	\$0.00	\$0.00	\$1,613.51

710	Welding	\$0.00	\$533.95	\$294.38	-\$239.57
753	Yearbook	\$10,141.73	\$13,424.44	\$11,010.00	\$7,727.29
	CAMPS		\$0.00	\$0.00	
790	BBB Camp Fundraiser	\$3,211.34	\$1,919.89	\$2,351.00	\$3,642.45
791	GBB Camp Fundraiser	\$1,415.60	\$6,600.28	\$6,336.00	\$1,151.32
782	VB Camp Fundraiser	\$9,147.90	\$4,674.86	\$4,708.60	\$9,181.64
727	FB Fund (Camps)	\$2,247.71	\$1,470.26	\$7,316.50	\$8,093.95
785	XC Fundraiser	\$2,301.41	\$1,025.66	\$1,663.00	\$2,938.75
788	SB Fundraiser	-\$140.15	\$4,848.18	\$4,706.00	-\$282.33
733	Wrestling Fund	\$4,390.54	\$3,116.55	\$4,109.86	\$5,383.85
783	Boys Golf	\$1,184.25	\$1,465.89	\$674.25	\$392.61
784	Girls Golf	\$2,524.25	\$162.77	\$1,842.00	\$4,203.48
786	Track Fund	\$812.98	\$1,479.46	\$2,083.42	\$1,416.94
787	MS Track	\$172.12	\$0.00	\$50.00	\$222.12
789	Baseball Fund	\$4,418.91	\$2,629.99	\$3,142.00	\$4,930.92
	Totals	\$220,019.51	\$334,187.18	\$341,591.05	\$227,423.38

EFINANCE - POWERSCHOOL
DATE: 07/01/2019
TIME: 16:35:16

ARLINGTON PUBLIC SCHOOL
CHECK REGISTER

PAGE NUMBER: 1
VENCHK11
ACCOUNTING PERIOD: 11/19

FUND - 99 - DISBURSEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
39926			4607 VISA		VOID: MULTI STUB CHECK	
39927	9001	07/01/19	4607 VISA	2640	1 ECONOMICS & PERSONAL FI	6.61
39927	9001	07/01/19	4607 VISA	2733	2019 HP LAPTOPS	438.95
39927	9001	07/01/19	4607 VISA	2734	2019 HP LAPTOPS	877.90
39927	9001	07/01/19	4607 VISA	2610	2019 HP LAPTOPS	438.95
39927	9001	07/01/19	4607 VISA	2350	AMAZON PRIME FEE	59.00
39927	9001	07/01/19	4607 VISA	2610	AMAZON.COM - CLICK N PLAY	13.98
39927	9001	07/01/19	4607 VISA	2610	AMAZON.COM - HATCHET	47.34
39927	9001	07/01/19	4607 VISA	2610	AMAZON.COM - LIGHTALING B	19.99
39927	9001	07/01/19	4607 VISA	2610	AMAZON.COM - STRICTLY BRI	13.99
39927	9001	07/01/19	4607 VISA	2650	AMAZON.COM - WAIT TILL HE	35.70
39927	9001	07/01/19	4607 VISA	2610	APPLE MINI DISPLAYPORT TO	29.00
39927	9001	07/01/19	4607 VISA	2610	CRAYOLA BROAD LINE MARKER	56.88
39927	9001	07/01/19	4607 VISA	2610	DOLLAR TREE - SUPPLIES FO	33.00
39927	9001	07/01/19	4607 VISA	2733	ESTIMATED SHIPPING/HANDLI	9.99
39927	9001	07/01/19	4607 VISA	2610	ESTIMATED SHIPPING/HANDLI	9.05
39927	9001	07/01/19	4607 VISA	2650	ESTIMATED SHIPPING/HANDLI	6.74
39927	9001	07/01/19	4607 VISA	2610	EVAN-MOOR - DAILY SCIENCE	25.49
39927	9001	07/01/19	4607 VISA	2610	EVAN-MOOR - STEM LESSONS	16.99
39927	9001	07/01/19	4607 VISA	2531	EXTRA POSTAGE FOR ESRP	13.10
39927	9001	07/01/19	4607 VISA	2610	FARMHOUSE CAFE CAKES FOR	167.04
39927	9001	07/01/19	4607 VISA	2610	GIANT PRESENTATION CHECKS	128.99
39927	9001	07/01/19	4607 VISA	2610	GIFT CARD	250.00
39927	9001	07/01/19	4607 VISA	2733	IKEA.COM - MARIUS STOOL	29.95
39927	9001	07/01/19	4607 VISA	2650	LAPTOP CASES FOR NEW ADMI	55.96
39927	9001	07/01/19	4607 VISA	2650	LIGHTSPEED IRMC MEDIA CON	27.82
39927	9001	07/01/19	4607 VISA	2530	LONG DIST SERVICES	104.38
39927	9001	07/01/19	4607 VISA	2810	NCDA CONFERENCE	263.00
39927	9001	07/01/19	4607 VISA	2650	PROJECTOR SCREEN FOR ELEM	123.26
39927	9001	07/01/19	4607 VISA	2330	REGISTRATION FOR SUMMER S	36.07
39927	9001	07/01/19	4607 VISA	2330	REGISTRATION FOR SUMMER S	36.07
39927	9001	07/01/19	4607 VISA	2650	REPLACEMENT LCD PANELS FO	96.28
39927	9001	07/01/19	4607 VISA	2580	SOUTHWEST.COM - FLIGHT TO	596.96
39927	9001	07/01/19	4607 VISA	2610	TEACHER PAY TEACHER - ADD	11.33
39927	9001	07/01/19	4607 VISA	2610	TEACHER PAY TEACHER - DOL	5.75
39927	9001	07/01/19	4607 VISA	2610	TEACHER PAY TEACHER - HAT	12.00
39927	9001	07/01/19	4607 VISA	2610	TEACHER PAY TEACHER - NUM	11.33
39927	9001	07/01/19	4607 VISA	2610	TEACHER PAY TEACHER - PHO	24.50
39927	9001	07/01/19	4607 VISA	2610	TEACHER PAY TEACHER - SCI	122.85
39927	9001	07/01/19	4607 VISA	2610	TEACHER PAY TEACHER - SCI	17.50
39927	9001	07/01/19	4607 VISA	2610	TEACHER PAY TEACHER - SOC	17.50
39927	9001	07/01/19	4607 VISA	2610	TEACHER PAY TEACHER - SOC	122.85
39927	9001	07/01/19	4607 VISA	2610	TEACHER PAY TEACHER - SOU	8.00
39927	9001	07/01/19	4607 VISA	2610	TEACHER PAY TEACHER - WAI	8.00
39927	9001	07/01/19	4607 VISA	2610	TEACHER PAY TEACHER - WIS	5.00
				2650	USB-C TO USB-A CABLE (2 P	9.99
						4,445.03
						4,445.03
						4,445.03

GENERAL FUND EXPENDITURES

JUNE 2019

Accounts Payable \$ 115,217.24

Payroll \$ 308,224.62

Total General Fund \$ 423,441.86

CHECK REGISTER FOR JULY 2019 BOARD MEETING

(Includes special fund checks)

PAYEE NAME	DESCRIPTION	AMOUNT
American Broadband	Telephone Service	\$489.19
Barclay	Writing books	\$77.23
Beyond Play	Senso band	\$31.85
Blick Art Materials LLC	Supplies	\$444.70
Campus Agenda	Elem agendas	\$488.25
Cengage Learning	Working papers Chapers 1-17	\$100.65
Cengage Learning	Big ideas geometry text books	\$420.00
Center Point	Natural Gas	\$657.42
Chem Tech	Pest Control	\$92.64
Classroom Direct	Classroom Supplies	\$68.62
Delta Education	Food coloring	\$69.76
Demco	Supplies	\$169.44
Demco	Supplies	\$147.64
Dennis Supply	Wrenches	\$89.39
Didax Inc	Supplies	\$183.51
DLR Group Inc	Contracted Services	\$6,835.15
Eagle Auto	White mini van	\$1,028.39
Eagle Auto	Chevy 11p 2009	\$1,398.86
EAI Education	Supplies	\$659.93
Educational Service Unit #2	Sonday Training	\$600.00
Egan Supply	Maintenance Supplies	\$1,572.06
Enterprise Publishing	Legal Notices / Minutes	\$150.64
Enterprise Publishing	150 year special addition	\$389.00
ESU #3	Verbal Learning Workshop	\$195.00
ESU #3	SRS Student Record System	\$2,705.00
ESU Coordinating Council	World Book Online	\$106.20
Fastbridge Learning LLC	Fast Subscription	\$3,000.00
Flinn Scientific	Supplies	\$710.15
Fremont Chamber of Commerce	Drive Through Job Fair	\$50.00
Fremont Electric	Broken power line at ball field	\$208.65
Fremont Sanitation	Trash Service	\$378.00
Great Lakes Sports	Supplies	\$196.45
Handwriting without tears	First School Book	\$280.50
Hireright	Drug tests / supplies	\$125.00
Hodges Badge Company	Victory Torch Square	\$84.53
Holiday Inn	School Nurse Conference	\$199.90
Hometown Leasing	Copier Lease	\$1,723.15
Hoodmasters	Hood exhaust cleaning kitchen	\$402.00
KSB School Law	Legal Services	\$440.00
Lakeshore Equipment Company	Alphabet Learning Socks	\$46.98
Lakeshore Equipment Company	Supplies	\$1,215.35
Lakeshore Equipment Company	Supplies	\$1,195.41
LE Learn2Move	PT Services	\$826.38
Lou's Sporting Goods	Windscreen	\$1,350.00
Lou's Sporting Goods	Turf	\$4,700.00
Menards	Pea Gravel	\$2.50
Menards	Maintenance Supplies	\$490.85
Metal Doors & Hardware	Blue gym supplies	\$2,065.00
Midwest Technology	Foam Brushes	\$109.71
Nasco	Supplies	\$108.74
Omaha Truck	Bus Parts / Repairs	\$2,117.30
One Source	Background Checks	\$108.00
OPPD	Electricity	\$8,221.21
O'Reilly Auto Parts	Bus / Van Parts	\$355.04
OWH	Ads	\$978.00
Pay Flex	Payflex	\$100.00
Plains Equipment	Deck Blade and Oil	\$209.06

Really Good Stuff, LLC	Supplies	\$614.13
School Specialty Supply	Neorok soft school - lilac	\$99.50
School Specialty Supply	Twist and write pencil	\$5.71
Senor Wooly LLC	Subscription	\$85.00
Sherwin Williams	Paint and supplies	\$126.12
Sherwin Williams	Paint and supplies	\$419.59
Social Studies School Service	Auto Education	\$442.63
Super Duper Publications	Supplies	\$296.78
Teacher Created Resources	Supplies	\$110.55
Teacher Direct	Supplies	\$990.28
Teaching Strategies	Supplies	\$454.10
Thermo King Christensen	Bus Parts	\$181.98
Think Social Publishing	Supplies	\$323.33
Trophy Case	2 Plaque Plates	\$10.00
Trusco Manufacturing Company	Paint stripper	\$4,880.00
Two Rivers Bank	Direct Deposit Fee	\$18.00
United Private Networks	Distance Learning	\$554.00
Village of Arlington	Water	\$878.28
VISA	Supplies	\$4,445.03
Vista Higher Learning	Spanish Curriculum	\$20,780.67
Walmart	Supplies for Summer School	\$63.23
Weldon Parts	Bus Parts	\$566.96
Wenger	Risers	\$1,777.00

Total Payables		\$89,291.25
-----------------------	--	--------------------

HANDPAYABLES

4Tec Precision Imaging	Audio Tech	\$3,538.90
Arlington Education Foundation	Jean Thompson Memorial	\$50.00
Arlington Education Foundation	Gail Barth Father memorial	\$25.00
Balls Out Motors LLC	Yamaha Golf Cart	\$4,690.00
Casey's	Track and Field day	\$217.09
Chem Tech	Pest Control	\$92.64
Chem Tech	Pest Control	\$92.64
Egan Supply	Maitenance Supplies	\$177.90
Fremont Sanitation	Trash Service	\$378.00
Ft Calhoun Comm Schools	Psychologist Services	\$4,877.13
Jackson Service	Kitchen Supplies	\$167.11
Kaplan Early Learning	Playground Supplies	\$512.17
Lease Finance Group	Lenovo Laptops	\$6,585.99
Menards	Graduation Supplies	\$177.48
NE Extension Office Wash County	Chick Embryology in school	\$10.00
NE Food distribution	Food	\$95.70
Shell	Gas for vehicles	\$2,020.58
Two Rivers Bank	Direct Deposit	\$18.00
US Foods	Food	\$1,796.66
Watkins Concrete Block Company	Bricks	\$403.00

Total Handpayables	\$25,925.99
---------------------------	--------------------

Total General Fund	\$115,217.24
---------------------------	---------------------

SPECIAL FUNDS

BCBS	Admin premiums	\$9,668.26	Employee Benefit Fund
------	----------------	------------	-----------------------

Total Special Funds	\$9,668.26
----------------------------	-------------------

ANNUAL DISTRICT GOALS

February 2018

(Updates 5/14/2018) (Updates 8/13/18)(Updates 11/12/18)(3/15/19)

GOAL AREA: BUDGET

GOAL: Maximize district resources to provide quality facilities and educational programs.

OBJECTIVES:

1. APS will explore innovative funding mechanisms.
2. APS will continue to develop the capacity for financial optimization.
3. APS will maintain broad concept planning based on foreseeable budget and summative needs assessment.

STRATEGIES:

1. Identify alternative funding sources including corporate sponsorship.

Eagle Golf Classic is obtaining corporate sponsors.

DEQ Grant for Track resurfacing and playground.

Shawna \$1,000 Scholarship for FBLA

Elementary Fun Run \$18,100

Two Rivers and McKinnis scoreboard sponsorship \$10,000

Scheels Allsport playground \$47,000

2. Assist the Arlington Education Foundation in developing alternative funding sources.

Worked with Midland College students to create marketing tools for foundation. Foundation has committed to funding for grades 1 and 2 classroom tablets and wireless interactive whiteboard systems.

At the AEF Banquet they created an opportunity for Alumni to support a "WISH LIST" item for the school.

This realized \$943 in donates for identified items of calculators, core chairs, classroom library books, and board games.

Private donor through AEF funded Fountas and Pinnell reading interventions (about \$5,000)

AEF provided \$7,500 for grades 1 and 2 Amazon Fire tablets

Donor for a project yet to be identified as a memorial to family members.

GOAL AREA: COMMUNITY ENGAGEMENT

GOAL: Maximize transparent communication by providing meaningful feedback and input opportunities toward continuous improvement efforts to strengthen family, school, and community partnerships.

OBJECTIVES:

1. APS will enhance our communication process to inform and engage stakeholders in our community.
2. APS will develop outreach opportunities that reinforce learning and engage the community in support of all educational and extracurricular endeavors.

STRATEGIES:

1. Examine current practices to promote periodic community engagement session(s).

Finalizing Community Engagement with NASB

2. Utilize community collaborators in the process of strategically planning for a 5-10 year facility enhancement plan.

Utilizing Dr. Larry Dlugosh to lead Facility Planning process with community
Planned and executed Facility Planning Meeting. Follow-up activities being planned.
Completed the planning meetings and begin RFQ process to hire design firm.
Identified DLR as firm to work with us and beginning the contract and planning.

3. Provide education and training for parents and guardians to promote school readiness.
Jacque has met with a team of teachers to begin discussions of what components to consider in the training.
Have had three planning meetings with internal stakeholders.
Initial meeting rescheduled due to weather, being rescheduled 4/16
4. Provide support for community childcare providers in their efforts to enhance quality services to children and families.
Jacque has met with a team of teachers to begin discussions of what supports may look like.
5. Increase the social media presence of the district.
Focus on increased presence by engaging more internal committees and leaders in the process.
Exploring programs (STRIV and Class Intercom) to enhance our presence and provide desired information to clients.
Purchased STRIV and developed extra duty position to support it's utilization.
Deploying STRIV and getting positive feedback.

GOAL AREA: FACILITIES

GOAL: Provide up-to-date facilities to allow for continuous improvement and benefit to students in educational and extracurricular programs.

OBJECTIVES:

1. APS will provide a safe and secure learning environment.
2. APS will identify and prioritize existing facility needs.
3. APS will identify and prioritize a 5-10 year facility enhancement plan.
4. APS will collaborate with the Washington County Agricultural Society and the Village of Arlington to most effectively use shared space(s).

STRATEGIES:

1. Evaluate and implement recommendations from the safety committee.
Implementing increased intruder drills.
Changed a door from mag lock to electronic strike.
Ordered additional interior cameras.
Created a 'control center' room in office area.
Completed safety updates to bus barn (cameras, door security, windows reinforced)
Installation of additional interior cameras (two hallway, one old gym)
Finished installation of the surveillance software on the computer in the 'control center.'
Installing limited lighting along new sidewalks where needed.
Receiving bids to convert remaining mag lock doors to electronic strike.
Replacing blind guards on all four entry areas.

2. Examine existing transportation program and plan for future comprehensive needs.

Bus Barn Committee in the process of identifying and addressing bus barn needs.

Bus Barn was purchased.

Improvements (doors, overhead doors, cameras) in progress.

3. Maximize the use of energy efficient technology to address financial challenges.

Upgraded HS computer room to efficient lighting.

Upgrading lighting in Bus Barn facility in progress

ESU#3 evaluated connectivity and efficiency of network with recommendations

4. Complete a facility planning process and develop a long range facility plan.

Identified DLR as firm to work with us and beginning the contract and planning.

GOAL AREA: STUDENT PERFORMANCE

GOAL: Develop and implement plans using instructional best practices, formative and summative assessments, and student data to ensure that all students are college and career ready.

OBJECTIVES:

1. APS will consistently score above the state average and score in the top 20% of identified schools* at each grade level in reading, math, and science utilizing a 5-year average.
2. Maintain interest and increase participation in career and college ready courses as measured by a) number of students completing career pathways, b) number of students successfully completing college courses (dual enrollment).
3. Maintain cohort graduation rates of 94% or higher.
4. APS will assist students in transitioning from secondary education into careers and/or post-secondary studies.

*Identified schools – Arlington, Ashland-Greenwood, Bennington, Blair, DC West, Fort Calhoun, Millard, North Bend, Papillion LaVista, Raymond Central, Springfield-Platteview, Syracuse, Wahoo, Yutan

STRATEGIES:

1. Develop and articulate curriculum that is aligned with state standards.

Social Studies curriculum committee has aligned with state standards and brought forth recommendations for resource adoption

Spanish curriculum aligned with state standards

October 29 - Curriculum adoption kick off for Science; working in cooperation with ESU3 personnel

Spanish and Social Studies curriculum resources are purchased

2. Incorporate the *Nebraska Standards for Career Ready Practice: Preparation for College and Career* into all courses.

These are considered as a part of our curriculum adoption process (social sciences this year, science has already begun discussions about these and will begin the process next year).

Students working with Vocational Rehab to help set post secondary goals and action plans.

3. Practice data-informed program and instructional planning in the implementation of Multi-Tiered Support System.

MS/HS - We now have established which standardized assessments we will use at each grade level as one piece of our decision making process. (7th-9th grade - MAP, 10th grade - Pre-ACT, 11th grade - ACT)

Reading Interventions - These have been developed and are being implemented two days per week for current 7th grade students. We are utilizing Corrective Reading for the curriculum.

11th grade meetings - Nichole Fairhead, Floyd Everitt, and Aaron Pfingsten met with every junior regarding their future plans and the connection to their pre-ACT results.

7th grade reading interventions utilized Corrective Reading in the first few weeks and has switched to Read Theory since then. Using Read Theory we have been able to evaluate progress of students using Lexile scores and grade level passages to show growth. The evaluation of the last quarter's goals led to three students being identified to either exit the program or jump a level.

Added MTSS support personnel for reading interventions and math interventions K-8.

Adopted Tier II math resource materials for K-6.

Exploring adding minutes to each instructional day to enhance ability to implement MTSS.

4. Continue to implement the Arlington Instructional Model based on the Marzano Framework.

Training on and implementation of iObservation.

iObservation being implemented in walkthroughs.

Administrators collaborated with other schools to gain an understanding of how we might utilize iObservation for the benefit of our students and teachers. We have met and are evaluating which elements carry the most meaning for us. Through a committee, we are also developing forms to be used to advance our usage of iObservation and adapt our evaluation instrument.

5. Implement a revised evaluation tool aligned to the Arlington Instructional Model.

The instructional model committee has recommended and the district has moved forward with utilizing iObservation for classroom walkthroughs. This is directly aligned to our instructional model.

Training on and implementation of iObservation.

iObservation is being utilized for walkthrough observations for the 2018-19 instructional year.

(See #4 above)

6. Implement a district-wide (common) formative assessment system where data analysis informs instruction to ensure student achievement growth.

K-6 has developed common formative assessments in Reading and Math

7. Expand use of and access to interactive tools and technology to support and improve PK-12 learning and innovation.

All classrooms have a laptop cart in their room or share one between two classrooms.

Elementary using DOJO uniformly to communicate with parents.

New lease agreement for teacher computers in place.

New tablets purchased and configured for grades 1-2.

New desktop computers in all computer labs.

Additional wireless access points installed throughout buildings.

Gigabit internet feed established.

Increased time for technology integration from .25 FTE to .50 FTE.

8. Develop, articulate, and deliver a comprehensive secondary curriculum to assist students in transitioning from secondary education into careers and/or post-secondary studies.

This is currently captured as an on-going part of our counseling curriculum that is being delivered during TA.

9. Identify social, emotional, and behavioral support systems for students and staff.

Committee met with Arbor Family Counseling about SAP and EAP. Making a recommendation to the board.

Finalized implementation of Mighty Me program for K-6 girls

A four person team developing a comprehensive social-emotional guidance curriculum for grades 7-12

Teacher team developed social-emotional curriculum for MS/HS.

Elementary implementing HOUSE to compliment social-emotional learning.

SAP and EAP in place. All staff and parents introduced to programs.

The social-emotional curriculum is being delivered 1-2 days per week (depending on the lesson) in MS/HS teacher advisory time.

Continue to evaluate the utilization of the EAP/SAP program.

AdministrationSuperintendent's Evaluation

The Superintendent shall be evaluated twice during the first year of employment and at least once annually thereafter. The evaluation instrument to be used in the evaluation of the Superintendent shall be in the form established by the Board of Education from time to time.

Date of Adoption: February 11, 2008

Reviewed: March 9, 2015, March 12, 2018

LEGISLATIVE COMMITTEE/BOARD OF EDUCATION MEMBERS

At its June meeting, the NRCSA Executive Committee approved a plan to include Board of Education members on the Legislative Committee. One Board of Education from a NRCSA-member school district or ESU will be appointed from each of the NRCSA districts. Superintendents are asked to send nominations to Jack Moles by Monday, **July 29**. The Executive Committee will select the first group of appointees at its July meeting.

Dawn Lewis

List of Conferences Typically Attending:

Conference	Approximate Dates	Location	Time Commitment
Administrator Days	Late July/Early August	*Kearney	3 Days
Labor Relations Conference	Mid-September	Lincoln	1-2 Days
Women in Educational Leadership	Early October	Lincoln	1 Day
State Education Conference/NRCSA Executive Board Meeting	Mid-November	Omaha	2-3 Days
Legislative Forum/NRCSA Executive Board Meeting	Late January	**Lincoln	1-2 Days
NRCSA Spring Conference	Mid-March	**Kearney	2 ½ Days
NASBO	Mid- April	*Lincoln	1-2 Days
GRIT Conference	Early April	Lincoln	½ Day
School Law Conference	Mid-June	*Kearney	1-2 Days

*Requires Lodging

**Requires Lodging which NRCSA provides



<http://members.nasbonline.org/index.php/events>

To register for an NASB event, click on the 'My Membership' link, then navigate to the 'Events' dropdown and select 'Register'.
If you do not have an email and password to log in or have forgotten it, please contact NASB at 800-422-4572 for assistance.

NAEP Regional Workshops | Refresh & Connect

JULY 16 | GERIING

JULY 16 | LINCOLN

JULY 17 | KEARNEY

JULY 17 | NORFOLK

REGISTRATION DEADLINE IS JULY 9!

NASB Orientation | July 24 | Lincoln

Area Membership Meetings | August & September

AUGUST 20 | VALENTINE

AUGUST 21 | FREMONT

AUGUST 22 | LA VISTA

AUGUST 26 | GERIING

AUGUST 27 | NORTH PLATTE

AUGUST 28 | KEARNEY

SEPTEMBER 4 | YORK

SEPTEMBER 18 | NEBRASKA CITY

SEPTEMBER 25 | NORFOLK

Mark Your Calendar: State Conference Registration Opens September 11

Labor Relations Conference | September 11-12 | Lincoln

Thriving Children, Families, and Communities Conference | September 16 | Kearney

Learn More & Register at: <http://events.r20.constantcontact.com/register/event?llr=hzuhmhtab&oeidk=a07egbmwu5q06810010>

School Board Member of the Year Nominations - Due September 27

<http://members.nasbonline.org/index.php/ann-mactier-school-board-member-of-the-year-award>

Facilities & Construction Workshop | October 10 | Kearney

Nominate the 2020 Nebraska Teacher of the Year now at www.NASBOnline.org

Board Presidents: Check your inbox each month for the monthly 'NASB Update' to include in your meeting agenda.
Please contact mbelka@NASBOnline.org with any questions, or if you are not receiving them.

LEADERSHIP

INNOVATION

VISION

ENGAGEMENT

The Nebraska Association of School Boards provides support to School Boards to strengthen public education for all Nebraska children.

Internal Board Policies - OrganizationStanding Committees

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

1. Negotiations Committee
2. Americanism and Education Evaluation Committee
3. Buildings and Grounds Committee
4. Finance Committee

It shall further be the policy of Arlington Public Schools that the Board President shall appoint the members of the above committees.

Legal Reference: §79-724
 §79-520

Date of Adoption: December 9, 2013 and January 13, 2014
Reviewed: November 11, 2013, October 9, 2017; July 8, 2019

Internal Board Policies - OrganizationStanding Committee on American Civics

It shall be the policy of [Name] Public Schools that the Committee on American Civics shall consist of three members appointed by the Board President. The Committee shall meet at least twice per year. One of the responsibilities of this committee will be to examine recommended social studies textbooks and report findings based on this examination to other members of the Board of Education. The Committee shall take all other steps to ensure compliance with Nebraska law.

It shall further be the policy of [Name] Public Schools that the Committee on American Civics shall review all major proposals prepared by the superintendent of schools and instructional staff for adoption of new textbooks, development of new instructional programs, revision of existing instructional programs, modification of established graduation requirements, and other related matters. After the review is completed, the Committee on Curriculum and Americanism will make a recommendation to the full Board of Education about approval or adoption of the matter under consideration.

Legal Reference: Neb. Rev. Stat. § 79-724
Neb. Rev. Stat. § 79-520
LB 399 (2019)

Date of Adoption: [Insert Date]

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



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

Of Counsel
John M. Guthery
Thomas M. Haase
Richard D. Sievers
Kelley Baker

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

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

Perry Law Firm Annual Policy Update Service

To: Gregg Robke, Administrator, ESU 4
From: Gregory H. Perry and Justin J. Knight
Date: June 5, 2019
Re: Annual Policy Update

REQUIRED POLICY UPDATES

Policies 1120, 5101, 5103, 5104 and 5305: LBs 149 and 397 targeted the use and possession of vaping products (including Juuling) by minors under Nebraska's criminal statutes. In so doing, the Legislature included the term "electronic nicotine delivery systems" in these statutes. To maintain consistency, we have revised Policies 1120, 5101, 5103, 5104 and 5305 to reflect this same terminology.

Policy 3130: The Nebraska Department of Administrative Services competitively bids and purchases various property for the benefit of political subdivisions. We understand that this service is becoming more popular with school districts. In turn, we have updated Policy 3130 to exempt the purchasing requirements for schools that purchase through the Nebraska Department of Administrative Services.

Policy 3131: There are a few minor edits to Policy 3131 to comply with federal purchasing requirements.

Policy 4030: LB 217 prohibits discrimination against an employee who "has inquired about, discussed, or disclosed information regarding employee wages, benefits, or other compensation." In other words, if employees discuss their pay, they cannot be terminated on that basis. In the public employment setting (where most employee pay information may be a matter of public record), this may not seem like a big deal. However, there are aspects of employee compensation that should remain confidential. As a result, Policy 4030 establishes criteria for distributing employee pay information and LB 217's discrimination prohibitions.

Policy 5001: LB 115 requires school districts to enroll students in military families with military orders to be stationed in Nebraska. Policy 5001 incorporates this new requirement.

Policy 5012: LB 575 requires that each school district adopt a policy to provide access to military recruiters. Policy 5012 satisfies this new requirement and includes the bill's provisions.

LB 575 also requires that, “within thirty days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within thirty days following such enrollment,” each school district must notify parents and guardians of high school students of their ability to withhold information from military recruiters. As such, we recommend that you include a provision in your student handbook that notifies parents of the ability to opt out of military recruiters receiving information about their student.

Policy 6211: The reference to the NeSA assessment has been changed to the NSCAS assessment.

Policy 6410: In 2015, we provided a “Parental and Family Engagement Policy” pursuant to the Every Student Succeeds Act. Since then, NDE has been rejecting virtually all of these policies except for their own version. It has become easier for schools to simply adopt NDE’s version.

Policy 8151 and 8153: We previously distributed a memo on LB 399. Policies 8151 and 8153 have been revised to reflect that the Americanism Committee is now referred to as the Committee on American Civics. Please refer to the prior memo that outlines the Committee’s requirements in more detail.

OTHER COMMENTS

LB 212: LB 212 amended the Open Meetings Act. However, the changes to the Open Meetings Act do not affect school districts. The NCSA will distribute updated Open Meetings Act posters at Administrator Days.

LB 269: LB 269 changes the student driving permit rules. Of note, under LB 269, a student may now travel to a different school if the student’s “home” school co-ops with a different school for extracurricular activities.

LB 281: LB 281 permits schools to post a sign in a school building or on the school’s website that provides information about reporting child abuse or neglect. NDE may contract with a third party to produce and distribute the signage. However, LB 281 does not require any school to post anything.

LB 390: Each school district that contracts with a law enforcement agency to provide School Resource Officers (SRO’s) will be required to enter into a Memorandum of Understanding with the law enforcement agency. This MOU will delineate each party’s responsibilities. NDE has until December 1, 2019 to distribute a model MOU that schools may consider. Once we receive NDE’s model MOU, we will provide our analysis and recommendations.

LB 619: LB 619 prohibits a health insurance company from denying a claim because an individual was treated in a school building. Your staff should be made aware that this activity is no longer lawful under LB 619.

LB 675: LB 675 extends a school district's ability to enter into multi-year agreements. Previously, schools could only contract with most vendors for up to four years. LB 675 amended the law to allow for schools to contract for up to seven years. We asked NDE to consider this change due to the cost savings that many schools could receive by entering into longer contracts with technology companies that offer substantial discounts for lengthier agreements.

Community RelationsTobacco Policy

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Legal Reference: Neb. Rev. Stat. §§ 71-5716 to 5734 (Nebraska Clean Indoor Air Act)

Date of Adoption: [Insert Date]

Business OperationsPurchasing Policies

The Superintendent shall ensure that all purchases are made in the interest of economy and efficiency. Where necessary, standards and procedures shall be established to accomplish the following policies of the Board of Education:

1. Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
2. Purchases from \$5,000 up to \$90,000. The Superintendent shall request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
3. Purchases of \$90,000 and above. The Superintendent shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
4. Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the principal or superintendent shall be personally liable for payment for the supplies or equipment purchased.
5. School employees or students purchasing supplies and equipment out of an activity account must first secure a purchase order from the principal authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.
6. The District need not comply with the bidding requirements if the District purchases property from the Nebraska State Purchasing Bureau, so long as the Nebraska State Purchasing Bureau competitively bid the purchase of property.

Credit Card Purchasing Program

1. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.
2. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.
3. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Legal Reference: Neb. Rev. Stat. § 13-610

Date of Adoption: [Insert Date]

Business OperationsProcurement Plan – School Food Authorities

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

Procurement Policy

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

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

Micro-Purchase Procedures

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

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

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

Small Purchase Procedures

For purchases made below the small purchase threshold, Small Purchase Procedures will be utilized to purchase necessary goods and services. When Small Purchase Procedures are used, this organization will take the following steps:

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

Formal Competitive Solicitation Procedures

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

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

(Note: If the small purchase threshold established in the sponsor’s procurement policy statement is less than \$150,000, the smaller bid threshold will govern.)

Procurement Summary

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

- A. Competition: We shall demonstrate our goods and services are procured in an openly competitive manner. Competition will not be unreasonably restricted. [7 CFR 210.21(c)(1)] [2 CFR Part 200.319(a)(1-7)]
- B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. [2 CFR 200.319(a)(6)]
- C. Documentation: We shall maintain for the current year and the preceding three years all significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)]

- D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)]
- E. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)]
- G. General Requirements:
1. Small, minority and women's businesses enterprises and labor surplus firms are used when possible. [2 CFR 200.321]
 2. Ensure compliance with the Buy American Provision when purchasing food 7 CFR 210.21(d).
 3. A cost or price analysis in connection with every procurement action in excess of the Small Purchase Threshold including contract modifications. [2 CFR 200.323(a)]
 4. Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]
- H. Duties of Food Service Supervisor:
1. Plan the goods or services needed for the school food service program for the school year based on planned menus through needs assessment, forecasting and budgeting.
 2. Develop written specifications for food/supplies needed. Include details such as descriptions and product requirements (e.g. packaging, weight, pack size, etc.) for needed goods or services.
 3. Compare product specifications among all vendors/contractors. Information for prices obtained from grocery stores, farmer's markets, etc.
 4. Make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service, and price.
 5. Place and confirm orders with vendors or make plans to purchase the required items.
 6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service and price.
 7. To work with vendors on a fair and equal basis.
 8. To conduct an in-house procurement review once per year.

Date of Adoption: [Insert Date]

Personnel - All EmployeesWage Information

The District will not terminate or retaliate against any employee for inquiring about or sharing compensation information for the purpose of determining whether the District gives equal pay for equal work. However, an employee with authorized access to wage information as part of their job function, who discloses the wages of other employees to those who do not have authorized access to other employees' compensation information, may be disciplined for such disclosure, up to and including termination, unless the disclosure is made in response to a complaint or investigation proceeding, hearing or other similar action.

Legal Reference: LB 217 (2019)

Date of Adoption: [Insert Date]

Students

Admission Requirements

Minimum Age:

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

Early Admission to Kindergarten:

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

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

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

- a. will turn 5 years of age between August 1 and October 15;
- b. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- c. are selected on the basis of testing by professionals trained and certified to administer the assessments that will produce evidence of strength in:
 1. mental ability defined as scoring 95th percentile or above on a standardized assessment of cognitive ability such as the Wechsler Pre Primary Scale of Intelligence III;
 2. a test of emotional/social development scoring at or above the 50th percentile on a test of adaptive behavior such as the Adaptive Behavior Assessment System – Second Edition;
 3. visual-motor processing as defined by scoring at or above the 50th percentile on a test of fine motor ability/visual-motor processing such as the Beery Test of Visual-Motor Integration, and
 4. a test of fine motor ability, scoring 75th percentile or above on a standardized measurement such as the Beery VMI.

In the discretion of the Superintendent or designee, the assessments may be administered by the School District's professional staff, or the parents or guardians may be required, at

their own expense, to have all or some of the required assessments completed by reputable professionals and to submit the results of such assessments to the School District.

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

Families who seek early admission of their child into kindergarten must obtain an *Early Entrance to Kindergarten Packet* from the School District Administrative.

Parents must fill out the early entrance application forms, which include a parent questionnaire and obtain and attach a reference letter from someone who is well acquainted with the child but not a relative of the child. The person providing this reference should know the child well enough that they can speak with some expertise about the child's attributes and abilities. The reference letter should indicate whether this person recommends the child be schooled with children who will be a year older than the child and, if so, the evidence this person has concerning the child's mental ability, fine and gross motor ability, visual and auditory discrimination, emotional/social development, and communication skills. Suggestions for this reference letter are a preschool teacher, a Sunday school teacher, a day-care provider, or a physician.

The assessment request, reference letter and parent questionnaire must be completed and returned to the District no later than May 25th of the spring before fall enrollment to allow summer assessment to be completed.

Decisions regarding early kindergarten entrance must include consideration of the above and shall not be made based on race, color, gender, religion, ancestry, national origin, marital status, age, disability, or sexual orientation of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.

Admission to First Grade:

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

Graduates:

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

Age 21:

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

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

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

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

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

Enrollment of Expelled Students

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

Military Families

If a parent presents evidence to the District of military orders that military family will be stationed in the State of Nebraska during the current or following school year, the District will enroll preliminarily the parent's students.

Legal Reference: Neb. Rev. Stat. §§ 43-2001 to 43-2012
 Neb. Rev. Stat. § 79-214
 Neb. Rev. Stat. §§ 79-217 to 79-223
 Neb. Rev. Stat. § 79-266.01

173 NAC Chapters 3 and 4 (HHS Regulations)

Date of Adoption: [Insert Date]

StudentsMilitary Recruiters

The District will provide access to routine directory information to each student in a high school grade upon a request made by a military recruiter, unless the student's parent or guardian has submitted a written request that the student's information not be shared with a military recruiter. The District will provide military recruiters with the same access to a student in a high school grade as the District provides to postsecondary educational institutions or to prospective employers of such students.

If a parent or guardian does not want his or her student's information to be provided to a military recruiter, the parent must submit a written request to the Superintendent.

Legal Reference: LB 575 (2019)

Date of Adoption: [Insert Date]

StudentsStudent Discipline

- A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.

1. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

- a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
- b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering

the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

- e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
3. Expulsion:
- a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
 - b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if 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.

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

- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
- b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

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

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.
- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the

consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school

- employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
 11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
 12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
 13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
 14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
 15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
 16. Willfully violating the behavioral expectations for riding school buses or vehicles.
 17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
 - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
 - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
 18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational

function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

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

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
 - a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material

- that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
- b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
 - c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
 - d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
 - e. Head wear including hats, caps, bandannas, and scarves.
 - f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
 - g. Clothing or jewelry that is gang related.
 - h. Visible body piercing (other than ears).

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school’s guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal’s office.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

2. Academic Integrity.

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

provide a level playing field for all students, and to develop appropriate values.

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

- b. Definitions: The following definitions provide a guide to the standards of academic integrity:
- (1) “Cheating” means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:
 - (a) Tests (includes tests, quizzes and other examinations or academic performances):
 - (i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
 - (ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for “open book” tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
 - (iii) Use of Other Student Answers: Copying or looking at another student’s answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student’s paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student’s answers on the test paper.
 - (iv) Use of Other Student to Take Test. Having another person take one’s place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.

- (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
 - i) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
 - (ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
 - (iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.
 - (iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
 - (v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.
- (c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

- (2) “Plagiarism” means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:
- (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
 - (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
- (3) “Contributing” to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.
- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.
 - (2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
 - (3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

3. Electronic Devices

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
- b. Definitions.
 - (1) “Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
 - (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
 - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
 - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
 - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.
- c. Possession and Use of Electronic Devices.
 - (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
 - (2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (d)(1). Administrators have the discretion to prohibit

student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

- (3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).
- (4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

- (1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.
- (2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.
 - (i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action,

consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

- (ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
- (iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

- (3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:

- (i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.
- (ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

- (4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.
 - e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.
- E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:
 - 1. 1st Offense: Student will be confronted and directed to cease.
 - 2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
 - 3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.
- F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:
 - 1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
 - 2. Students in the hallway during class time must have a pass with them.
 - 3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
 - 4. Students are expected to bring all books and necessary materials to class. This includes study halls.
 - 5. Assignments for all classes are due as assigned by the teacher.
 - 6. Students are not to operate the mini-blinds or the windows.
 - 7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
 - 8. Students are to be in their seats and ready for class on the tardy bell.

9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
10. Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.
The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.
2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

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

Date of Adoption: [Insert Date]

StudentsDrug and Substance Use and Prevention**Drug-Free Schools**

The District shall implement regulations and practices which will ensure compliance with the Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

Education and Prevention

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, the District will have proper in-service orientation and training for all employed staff.

Standards of Conduct; Notice to Students and Parents

Students are to be provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It shall be the further policy of the District to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be signed by both student and parent or guardian and returned to the respective Principal. It shall contain in prominent letters the following language:

"RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING [NAME] PUBLIC SCHOOLS HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING

TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS."

Drug and Alcohol Education and Prevention Program of the District Pursuant to the Safe and Drug-Free Schools and Communities Laws and Regulations

Students are to be provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs

Students are to be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

Safe and Drug-Free Schools-- Parental Notice of Right to Withdraw

Parents will be notified that, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

Standards of Student Conduct Pertaining to the Possession, Use, or Distribution of Illicit Drugs, Alcohol or Tobacco.

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs, alcohol or tobacco (including electronic nicotine delivery systems) on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited

- to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
 6. Possession, use or distribution of any tobacco product (including electronic nicotine delivery systems).

Disciplinary Sanctions

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

Intervention

The [Name] Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

Administration

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Date of Adoption: [Insert Date]

StudentsSchool Dances

A school sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

General Rules of Student Conduct at Dances. In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

1. Who Can Attend: Only students of [Name] Public Schools and their guests may attend.
 - a. Students currently attending [Name] High School or another Nebraska high school who have not been restricted from attending extracurricular activities at [Name] High School or their own school are generally considered appropriate dates or invited guests.
 - b. Persons who are younger than 16 or older than 19 years of age and not attending high school are generally considered to not be appropriate dates or invited guests for our school dances.
 - c. Some school dances may be restricted to students attending specified grades levels at [Name] Public Schools. For any dances at the middle school level, only students attending [Name] Public Schools in the grade(s) for which the dance is being held may attend.
 - d. Students who have been suspended from school or from extracurricular activities may not attend.
 - e. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
 - f. Rules for dances may restrict students and their guests from leaving the dance until the dance ends without written parental permission on a form provided.
 - g. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.
2. Prohibited Substances: Alcoholic beverages, illegal drugs, and tobacco (including electronic nicotine delivery systems) are prohibited. Anyone using these or showing the affects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted.

Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.
3. Appropriate Attire: Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change

the inappropriate clothing. It is advisable to check in advance of the dance with the Principal or staff sponsor for the event if you are uncertain about your attire.

Eligibility for Selection of Royalty. Nomination and selection of royalty for school sponsored dances is an honor awarded by students to those of their peers that exemplify the highest standards of integrity and achievement. Students nominated for dance royalty must have demonstrated through their conduct, academic achievement and activities that they have represented, and will represent, themselves, their classmates, and their school in a manner which reflects outstanding effort, commitment to their school and fellow students, and integrity and good citizenship in the school and in the community. The students selected to be the “royalty” for the Homecoming and Prom or any other school sponsored dance or activity shall meet that general standard as determined by the administration and, in addition, meet the following specific academic, activity and conduct standards:

1. Specific Dance Eligibility and Selection Requirements:

- a. Homecoming Queen & King:
 - Only a senior girl shall be eligible to be Queen and only a Senior boy shall be eligible to be King.
 - To be eligible, a candidate must agree to attend the entire Homecoming Dance and represent the school properly.
 - The queen and king will be chosen from the qualified nominees by secret vote of the student body during Homecoming week. Crowning will be held at the fall sports event deemed to have the largest attendance.
- b. Prom King and Queen:
 - Only a Senior girl shall be eligible to be Queen and a Senior boy shall be eligible to be King. The candidates may not have been previously selected as royalty at another school sponsored dance.
 - To be eligible, a candidate must agree to attend the entire Prom Dance and represent the school properly.
 - The queen and king will be chosen from the qualified nominees by secret vote of the junior class.

Date of Adoption: [Insert Date]

InstructionCurriculum – Assessments (Policy No. 6211)1. State Assessments.

The [Name] Public School District has adopted an assessment plan and has aligned the curriculum with the state approved content standards. The assessment plan includes a schedule and procedures for assessing success in achieving state standards.

Teachers are to clearly articulate the learning targets and align instruction to the learning targets within each of the content standards. Teachers are to give students instruction on the content prior to students being assessed on each content standard in order to provide learning opportunities for all students.

The assessments are to be conducted in accordance with the assessment plan schedule. Teachers are to conduct the assessments in a manner that assures it accurately assesses whether or not students are meeting the targets outlined by the content standards.

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

2. Achieving Valid Assessments.

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

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

The following specific assessment expectations and rules apply:

- a. Integrity of the Assessment Instrument. The integrity of the assessment instrument is to be maintained.
 - i. Standardized Assessments. Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.

- ii. Coursework Assessments. Coursework assessment instruments are to be periodically modified to keep the assessments current and prevent students from effectively using “test banks.” For coursework assessments that are given on a repeat basis to students at different times (e.g., a test that is given to students throughout the school day), the educator is to remind students to not share the content of the assessment with students who will be taking the assessment later.

b. Teaching for Success on Assessments.

It is appropriate for educators to prepare students to do well on assessments. This is to be accomplished in a manner that assures the assessment accurately reflects the student’s knowledge, and not simply test preparation.

- i. Teach the Content. Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to “teach to the test” by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. “Cramming” assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.
- ii. Practice Tests. Educators are to prepare students by teaching test taking skills independent of the subject matter being assessed. Educators are not to conduct reviews (drills) using earlier (no longer published) versions of the same test, using alternate (parallel) forms of the same published test, or using actual items from the current form of a standardized test that will be administered to students. Educators are not to conduct reviews (drills) using items of identical format (for example, multiple choice) to the exclusion of other formats.

c. Conditions for Successful Assessments.

- i. Communications. Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.
- ii. Climate. Educators are to have sufficient assessment materials available (e.g., No. 2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at a minimum. Activities or arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.

- iii. Security. Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.
- d. Full Participation. Educators are to make efforts to have all eligible students take the assessments. The educator should develop a list of students who will be exempted from assessment and the reason for the exemption and submit the list for review and approval by the Principal.
- e. Assistance During Assessments.
 - i. Standardized Assessments. Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student's 504 Plan or IEP. This includes giving "hints," giving extra time, reading the tests to students or defining or pronouncing words for students, allowing students access to instructional material related to the content of the assessment (e.g., displaying a map during a social studies assessment) or allowing students access to mechanical aids (e.g., calculators).
 - ii. Coursework Assessments. For coursework assessments, students may be allowed access to instructional materials or mechanical aids only when all students being given the assessment are given the aids and use of the aids does not hinder the students from learning the content of the lesson.
- f. Student Answers. Assessments are to reflect the students' work as submitted by the students. During the assessments, educators are to monitor students to make sure directions are being followed (e.g., students are using a No. 2 pencil on all "bubble" sheet assessments and completely erase mistaken answers and extra marks on "bubble" sheet assessments). Educators are not to change answers on a student's assessment sheet or otherwise participate in the submission of false or misleading assessment results.

All employees are to adhere to the Nebraska Student-Centered Assessment System (NSCAS) Security Procedures and report breaches in security to Superintendent or the Superintendent's assessment designee for report to the Nebraska Department of Education. Professionalism, common sense, and practical procedures provide the framework for testing ethics.

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

Legal Reference: NDE Rule 10.05; NDE Rule 27.004.02H and 004.03D

Date of Adoption: [Insert Date]

InstructionCombined District and School Title I Parent and Family Engagement Policy

(District Name) intends to follow the Title I Parent and Family Engagement Policy guidelines in accordance with federal law, *Section 1116(a -f) ESSA, (Every Student Succeeds Act) of 2015.*

In General

The written District parent and family engagement policy has been developed jointly with, updated periodically and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below.

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

Bylaws of the Board - MeetingsOrder of Business

The following shall be the order of business for the regular meetings. The order of business may be changed by consent of all members present.

1. Opening Procedures
2. Consent Agenda (Approval of Agenda, Minutes of previous meetings, monthly financials, and others)
3. Public Forum
4. Curriculum/Instruction Reports
5. Administration's Reports
6. Board Committee Reports
7. Unfinished Business
8. New Business
9. Executive Session
10. Action on Executive Session Items
11. Adjournment

Date of Adoption: May 8, 2017

Reviewed: November 13, 2017, July 8, 2019

Arlington Public School Door Hardware Upgrade

Prepared for

Arlington Public Schools

By Brian Jarosz
Friday, June 7, 2019

PROPOSAL



22145 W. Maple Road, PO Box 131
Elkhorn, NE, 68022
Phone 402-289-4126
Fax 402-289-4263

To: Arlington Public Schools

**Project: Arlington Public School
Door Hardware Upgrade**

705 N 9th Street
Arlington, NE 68002
United States

Proposal Number: PCIQ14809

Date: 06/07/19

Scope of Work:

Prime Communications is pleased to provide this proposal to furnish and install the following solution for Arlington Public Schools.

Door 13 - Kitchen Entrance (Complete) - Nothing included in this proposal for Door 13.

Door 21 - Preschool Entrance

- " Electrify 1 existing crash bar
- " Has Transfer Hinge
- " Furnish and install power supply above door
- " Run wire from the power supply to the electrified crash-bar
- " Electrician to provide power for power supply

Door 3 - High School South Parking Lot Entrance

- " Electrify 1 existing crash bar
- " Has Transfer Hinge
- " Furnish and install power supply above door
- " Run wire from the power supply to the electrified crash bar
- " Electrician to provide power for power supply

Weight Room Door

- " Install a strike on 1 door
- " Install a disconnect in the mullion for the strike wire
- " Install power supply above door for strike
- " Install conduit from power supply to the door
- " Run wire from the power supply to the strike
- " Remove Maglock

Door 23 - Elementary Entrance

- " Install 2 new crash bars
- " Electrify one of the new crash bars
- " Install one new 7' steel mullion
- " Remove Maglocks
- " Remove existing bar on 2 doors and Install a panel conversion kit
- " Install power supply for crash bar
- " Wire from the power supply to the crash bar

Door 10 - Main Gym Entrance

- " Install 2 new crash bars
- " Electrify one of the new crash bars
- " Install one new 7' steel mullion
- " Remove Maglocks
- " Remove existing bar on 2 doors and Install a panel conversion kit
- " Install power supply for crash bar
- " Wire from the power supply to the crash bar

Door 1 - High School Entrance

- " Install 2 new crash bars
- " Electrify one of the new crash bars
- " Install one new 7' steel mullion
- " Remove Maglocks
- " Remove existing bar on 2 doors and Install a panel conversion kit
- " Install power supply for crash bar
- " Wire from the power supply to the crash bar

Programming if needed for the existing access control system to be completed by others.

Line	Qty	Description
1		Doors
2		High School Entrance - Door 1
3	1	Power Supply-Charger, AL300ULX w/ MOM5 Multi-Output Fire / Access Interface Installed, UL Listed
4	2	12V 7AH SLA 187 FASTON
5		Main Gym Entrance - Door 10
6	1	Power Supply-Charger, AL300ULX w/ MOM5 Multi-Output Fire / Access Interface Installed, UL Listed
7	2	12V 7AH SLA 187 FASTON
8		Elementary Entrance - Door 23
9	1	Power Supply-Charger, AL300ULX w/ MOM5 Multi-Output Fire / Access Interface Installed, UL Listed
10	2	12V 7AH SLA 187 FASTON
11		Preschool Entrance - Door 21
12	1	Power Supply-Charger, AL300ULX w/ MOM5 Multi-Output Fire / Access Interface Installed, UL Listed
13	2	12V 7AH SLA 187 FASTON
14		High School South Parking Lot Entrance - Door 3
15	1	Power Supply-Charger, AL300ULX w/ MOM5 Multi-Output Fire / Access Interface Installed, UL Listed
16	2	12V 7AH SLA 187 FASTON
17		Weight Room Door
18	2	12V 7AH SLA 187 FASTON
19	1	Electric Strike, Genesis, Dual Locking, 630 Satin Stainless Steel Finish, Surface Mounted, UL1034 Burglary-Resistant Rated, 12 VDC Or 24 VAC, For 9600 Series
20	1	Power Supply-Charger, AL300ULX w/ MOM5 Multi-Output Fire / Access Interface Installed, UL Listed
21		Door Hardware
23		Lueders Lock and Key to furnish and install new crash bars, mullions, EL Kits, panel line conversion kits and door cords

This is a confidential and proprietary document of Prime Communications, Inc. In receipt of this document the recipient agrees not to reproduce or transmit this document or the information contained here.

Line Qty

Description

Total

\$23,450.16

Exclusions/Assumptions

- Sales Tax
- 120VAC Power
- UPS power
- Door Hardware

Payment Terms

Net 30. Material is invoiced upon receipt.
Labor will be invoiced monthly

This is a confidential and proprietary document of Prime Communications, Inc. In receipt of this document the recipient agrees not to reproduce or transmit this document or the information contained here.

Arlington Public Schools

Signature:

Name:

Title:

Date:

Customer PO# (if applicable):

Prime Communications, Inc.

Signature:

Name:

Title:

Date:

Proposal Reference:

PCIQ14809

Arlington Public School Door Hardware Upgrade

\$23,450.16

TERMS AND CONDITIONS OF CONTRACT FOR SALE

1. CONTRACT BETWEEN BUY AND SELLER: This document constitutes the full understanding of the parties and no terms, conditions, understanding or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties to be bound.

2. DELAYS: Seller shall not be responsible for any failure or delay in delivery due to fires, floods, labor troubles whether or not due to the fault of Seller, acts of God, breakdowns, delay of carrier, total or partial failure for any reason of usual sources of supply or transportation, requirements or request of any government or subdivision thereof, or any similar or dissimilar cause beyond Seller's control. In the event of inability of Seller, for any cause beyond Seller's control to supply the total demands for any material specified in this order, Seller may allocate its available supply among any or all Buyers, including new customers, subsidiaries, affiliates and departments of Seller, on such basis as Seller, in its sole discretion, may decide upon, without liability for any failure to perform the contract which may be a consequence thereof.

3. LIABILITY: Seller's liability shall be limited to actual damages sustained by Buyer, but in no event to exceed the purchase price of the particular goods involved in the occurrence giving rise hereto.

4. TOLERANCE: The total order and each delivery hereunder shall be subject to standard shipping tolerances as contained in the Manufacturers products catalog in effect at time of delivery.

5. WARRANTY: (a) Seller warrants title and that products sold to Buyer shall be free from defects in material and workmanship and shall conform to specifications for a period of one (1) year from receipt at destination for complete units and parts and assemblies.

(b) Warranties on goods sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such goods.

(c) SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANT ABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. Upon receipt of definite shipping instructions, Buyer shall return, transportation prepaid, all defective material, or material not conforming to specifications, to Seller, after inspection by Seller or at Seller's election, subject to inspection by Seller. Material returned by Buyer must be returned in same condition as when received by Buyer. Defective material or material not conforming to specifications, so returned shall be replaced or repaired by Seller and returned, freight prepaid, without any additional charge, or, in lieu of such replacement or repair, Seller may, at Seller's option, refund the purchase price applicable to such material. Seller agrees to pay return freight charges not exceeding the lowest rail or truck rate which would apply from the original destination on all defective material, or material not meeting specification. However, Seller shall not be obligated for such charges when material returned proves to be free from defect and to meet specifications. Material which proves to be free from defect and to meet specifications shall be held by the Seller for shipping instructions and Buyer shall furnish such instructions promptly upon request. Seller's liability shall be limited to the replacement or repair or to refunding the purchase price applicable to the defective material or material not meeting specifications. Seller shall not be liable for any consequential damages nor any loss, damages or expenses directly or indirectly arising from the use of the material.

6. ADVICE BY SELLER: The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller's patents, trademarks or trade names.

7. CREDITS: All shipments to be made hereunder shall at all times be subject to the approval of Seller's Credit Department and, if the financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of the contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate the contract.

8. ASSIGNMENT: This contract, together with all rights, liabilities and obligations arising there under, may be assigned wholly or in part by Seller to any one or more of the corporations subsidiary to or affiliated with the Seller, without the necessity of prior notice to Buyer.

9. TAXES: The price specified herein does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

10. CHANGES: Seller assumes no responsibility for any changes in the specifications outlines in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this order, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

11. PRICE: The price specified in this contract for any material may be changed by Seller upon ten (10) days written notice to Buyer. In the event Buyer is not willing to accept such change, Buyer shall so notify Seller in writing within seven (7) days from receipt of the notice of the change and that portion of this order to which such price change is applicable shall be deemed canceled unless with seven (7) days from receipt of Buyer's notice, Seller gives written notice of its election to withdraw the proposed change.

12. MATERIALS: If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyers agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

13. EQUIPMENT: Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a period of one (1) year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

14. PATENTS: If any material shall be manufactured or sold by Seller to meet Buyer's specifications or requirements, and is not a part of Seller's standard line offered by it to the trade generally in the usual course of Seller's business, Buyer agrees to defend, protect and save

harmless Seller against all suits at law or in equity from all damage, claims and demands for actual or alleged infringement of any United State or foreign patent and to defend any suits or actions which may be brought against Seller for any alleged infringement because of the manufacture or sale of any such material.

15. POINT OF DELIVERY: Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

16. WAIVERS: No Waiver by Seller or any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this contract.

17. CANCELLATION: This contract is subject to cancellation only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of

such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of the contract.

18. CLAIMS: Any course of dealing between the parties to the contrary notwithstanding at Seller's election any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims.

19. Causes of action for breach of this contract shall not be asserted after (1) year from the date said cause of actions accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of article sold hereunder

20. The price(s) specified in this quote are subject to change in the event of any increase in Prime Communications' third party material costs between the date of this quote and Customer's acceptance. Prime Communications will promptly notify Customer of any change in quoted price due to increases in Prime Communications' third party material costs.

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMOBIE IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED ABOVE AND ON THE REVERSE SIDE HEREOF; AND YOUR ACCEPTANCE AND RECIPIT OF THE GOODS SHIPPED HEREUNDER SHALL CONSTITUTE ASSENT TO SUCH TERMS AND CONDITIONS.



04/11/19

ESTIMATE#

0201901830

PO. BOX. 391271 OMAHA, NE 68139

CELL: 402-510-9326 FAX: 402-896-3246

ATTENTION
JAMES SHADA
ARLINGTON HIGH SCHOOL
705 N 9ST
ARLINGTON, NE. 68002

JOB SIDE :BASEBALL FIELD
23656 US- 30

OP Construction Company is quoting the sum lump of \$13,398 for :

- NEW CONCRETE 3, 590 SQFT
- NEW CONCRETE 6" CURB 140 LFT

5" CONCRETE
12" CONCRETE

(Add concrete $\approx \$8,756.25$) =
\$22,154.25

SCOPE OF WORK:

LABOR AND EQUIPMENT FOR THE FOLLOWING:

Sub. Grade prep.
Supply forms and formwork
Place and finish concrete L10 7.5 Sack 4500 mix (SUPPLY BY OTHERS)
Saw cut the concrete
Supply and place 1" expansion joints
Supply and apply cure and sealer
Supply and place wire mesh for [CONCRETE]
Finish concrete with light finish broom
Haul the dirt other side of hwy 30

WARRANTY: OP Construction warrants labor and material for a period of six months any square of concrete with crack we will be replace starting from the day concrete is place .

QUALITY: OP Construction will conform the code requirements and standard specifications of city Omaha. Finish concrete with light finish broom . Compact the ground before pouring concrete. Place chairs for rebar, wire mesh pulling up at the time when concrete is pouring. Normal working day from 7:30 -5:30 PM M-F. References available upon request.

SAFETY: OP Construction company will call locate before digging, Supply barricade and caution tape for the working area .
Workers worn concrete boots, safety glasses and gloves.

INSURANCE: OP Construction will provide certificate of worker comp. and liability insurances. Also permits if is require for the job.
Provide state permits Nebraska or Iowa. Tax ID# or any W9 forms for you records. (After the estimate is signed)

EXCLUSION: Sealants or caulking. Any repair for the sprinkler system will fix by others.

REMARKS: Payment in full is required after completion of the job. There will be rules to follow after completion of work 7 days of cure for the concrete as explained by the contractor. If you decide to accept this quote please contact OP Construction and sign below .Pricing for winter service protection and placement is not include in this bid. These will be determined by the Contractor schedule and will be billed accordingly.
The price of this estimate is for the Items and quantity listen above. Any change order to the estimate will be put in writing and charged accordingly time and material.

SIGNATURE _____

Date _____

THANK YOU FOR THIS OPPORTUNITY TO QUOTE

Omar Pacheco _____

Owner

Please feel free to contact OP Construction Inc. With any questions.

GOOD FOR 30 DAYS FROM DATE NOTED

Pave the Way Concrete LLC
PO Box 2182
Fremont, NE 68026
402-721-8073
info@pavethewayconcrete.com



ESTIMATE

ADDRESS

James Shada
Arlington Public School
705 N 9th St
Arlington, NE 68002

ESTIMATE # 1882

DATE 06/07/2019

ACTIVITY	AMOUNT
Prep and pour approximately 4800 Sq Ft with 3" Curb in front of the net Concrete to be 5" thick	22,500.00
<hr/>	
Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the quoted price. Proof of General Liability and W/C Insurance available upon request. Not responsible for any damages due to weather or conditions beyond our control such as fire, flood or tornado.	TOTAL \$22,500.00

Accepted By

Accepted Date

Balance due upon completion of project. Interest after 30 days will be 1.33% per month. Customer is responsible for all collection expenses. Not responsible for any and all damage due to weather or conditions beyond our control.

GENE STEFFY



Gary Wiese

Sales Representative
 gwise@genesteffysales.com

2545 East 23rd, Fremont, Nebraska 68025
 Tel: (402) 727-8550 • Toll Free: 1-800-642-7033
 Fax: (402) 727-7387 • Cell: (402) 720-5024 • gwise@genesteffy.com

2 DODGE 1 GRAND CARAVAN SE

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

Base Price: \$26,790

DODGE GRAND CARAVAN SE
 Exterior: Silver-Coat Exterior Paint
 Interior: Cloth Low-Back Bucket Seats
 Engine: 3.6-Liter V6 24-Valve VVT Engine
 Transmission: 6-Speed Automatic 62TE Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
 FUNCTIONAL/SAFETY FEATURES

Advanced Multispace Front Airbags
 Supplemental Side-Curtain Airbags in All Rows
 Driver Inflatable Knee-Rest Airbag
 LATCH Ready Child Seat Anchor System
 Daytime Running Lamps
 Anti-Lock 4-Wheel Heavy-Duty Disc Brakes

Electronic Stability Control
 Tire Pressure Monitoring Sensor
 ParkView® Rear Back-Up Camera
 Speed Control
 Keyless Entry with Immobilizer
 Sliding Door Alert Warning
 Power Door Locks
 20-Gallon Fuel Tank
 Fuel Economyizer
 Trailer Sway Damping
 The Interior Kit (No Compact Spare)

INTERIOR FEATURES
 2nd-Row Bench w/2nd Row 60/40 Slow 'n' Go® Bench
 Steering Wheel Mounted Audio Controls
 6.5-inch Touchscreen Display
 6-Speakers
 Auto-Dimming Rear View Mirror
 TR / Telescope Steering Column
 12-Volt DC Front and Rear Power Outlets
 12-Volt Auxiliary Power Outlet
 Power Windows with Driver's One-Touch-Down Feature
 Second-Row Power Windows
 Power Third-Row Ventilated Windows
 3-Zone Manual Temperature Control
 Dual Glove Boxes
 Overhead Console
 Lower Instrument Panel Storage Bin
 A-Pillar Passenger Assist Handle
 Second-Row Overhead Interior Assist Handles
 Second-Row B-Pillar Assist Handles
 Headlamps with Turn-Off Time Delay
 Driver-Side Sun Visor with Mirror

Assembly Plant/Port of Entry: WINDSOR, ONTARIO, CANADA
 VIN: 2C4-RDGB6KR-698163

SL

SHIP TO:

BOAT:

THIS CLASS IS ADDED TO THE PRICE TO COVER THE REGISTRATION FEE. THE LABEL CANNOT BE REPRODUCED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.
 *SALES TAX, LICENSE, AND TITLE FEES, AND DEALER SUPPLEMENTARY AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE DISCOUNT, IF ANY.
 IS BASED ON PRICE OF OPTION IF PURCHASED SEPARATELY.

EXTERIOR FEATURES
 17-inch x 6.5-inch Steel Wheels
 225/65R17 BSW Touring Tires
 Power-Heated Mirrors with Manual Fold-Away
 Rear Window Wiper / Washer
OPTIONAL EQUIPMENT (May Replace Standard Equipment)
 Customer Preferred Package 28S
 Black Door Handles
 Uconnect® Hands-Free Group
 SiriusXM® Sat Radio w/ 1-Yr. Radio Subscription
 Bluetooth® Streaming Audio
 Uconnect® Voice Command with Bluetooth®
 Remote USB Port
 For More Information, Call 888-539-7474

Destination Charge \$1,495

TOTAL PRICE: * \$29,080

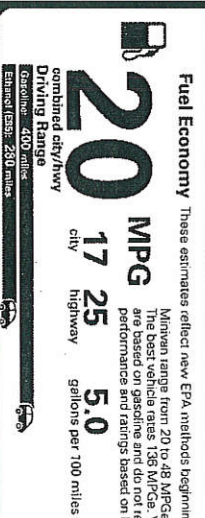
WARRANTY COVERAGE
 5-year or 60,000-mile Powertrain Limited Warranty.
 3-year or 36,000-mile Basic Limited Warranty.
 Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

**5 YEAR/60,000 MILE
 POWERTRAIN WARRANTY**

Sale Price

\$21,708.00

EPA Fuel Economy



Annual fuel cost \$1,900



You spend \$2,500 in fuel costs over 5 years
 compared to the average new vehicle.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. EPA estimates are based on a cycle of city, highway and combined driving. City driving is the most common type of driving. EPA estimates are based on 15,000 miles per year at 32.5¢ per gallon. This is a deal fueled automobile. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog. Calculate personalized estimates and compare vehicles.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score	★★★★
Frontal Crash	★★★★
Side Crash	★★★★
Rollover	★★★★

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4256

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
 U.S./CANADIAN PARTS CONTENT: 76%
 MAJOR SOURCES OF FOREIGN PARTS CONTENT:
 MEXICO: 15%
 NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.
 FOR THIS VEHICLE:
 FINAL ASSEMBLY POINT:
 WINDSOR, ONTARIO, CANADA
 COUNTRY OF ORIGIN:
 ENGINE: UNITED STATES
 TRANSMISSION: UNITED STATES



Ask for Major Vehicle Protection for your vehicle. We built it. We back it.

GENE STEFFY



Gary Wiese

Sales Representative
g.wiese@geneSteffySales.com

2545 East 23rd, Fremont, Nebraska 68025
Tel: (402) 727-8550 • Toll Free: 1-800-642-7033
Fax (402) 727-7387 • Cell (402) 720-5024 • gary@geneSteffy.com

2 DODGE 1 0 GRAND CARAVAN SE

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$26,650

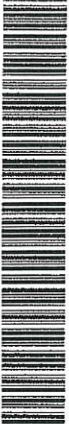
DODGE GRAND CARAVAN SE
Exterior Color: White (Available Clear-Coat Exterior Paint)
Interior Color: Black/Light Graystone Interior Colors
Interior: Cloth Low-Back Bucket Seats
Engine: 3.6-Liter V6 24-Valve VVT Engine
Transmission: 6-Speed Automatic 62LE Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
FUNCTIONAL/SAFETY FEATURES

Advanced Multilayer Front Airbags
Supplemental Side-Curtain Airbags in All Rows
Supplemental Front Seat-Mounted Side Airbags
Driver Inflatable Knee-Bolster Airbag
LATCH Ready Child Seat Anchor System
Daytime Running Lamps
Anti-Lock 4-Wheel Heavy-Duty Disc Brakes
Electronic Stability Control
Tire Pressure Monitoring Sensor
ParkView® Rear Back-Up Camera
Speed Control
Keyless Entry with Immobilizer
Sliding Door Rear Window
Power Door Locks
20-Gallon Fuel Tank
Fuel Economy
Trailer Sway Damping
Tire Inflation Kit (No Compact Spare)

INTERIOR FEATURES

2nd-Row Bench w/10 Row 60/40 Split n Go® Bench
Steering Wheel Mounted Audio Controls
6.5-Inch Touchscreen Display
6-Speakers
Auto-Dimming Rear View Mirror
Tilt / Telescopc Steering Column
12-Volt DC Front and Rear Power Outlets
12-Volt Auxiliary Power Outlet
Power Windows with Driver's One-Touch-Down Feature
Second-Row Power Windows
Power Third-Row Vented Windows
3-Zone Manual Temperature Control
Dual Glove Boxes
Overhead Console
Lower Instrument Panel Storage Bin
A-Pillar Passenger Assist Handle
Second-Row Overhead Interior Assist Handles
Second-Row B-Pillar Assist Handles
Headlamps with Turn-Off Time Delay
Driver-Side Sun Visor with Mirror

Assembly Point of Entry: WINDSOR, ONTARIO, CANADA
VIN: 2C4-RDGBGXR-617719 U-LINK 9558



THIS LABEL IS ATTACHED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REPRODUCED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.
* STATE AND/OR LOCAL TAXES, IF ANY, LICENSE AND TITLE FEES, AND DEALER-SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

Rear Dome Lamp
Front Courtesy / Map Lamps
EXTERIOR FEATURES
17-Inch x 6.5-Inch Steel Wheels
225/65R17 BSW Traction Tires
Rear Window Wiper / Washer
Rear Window Wiper / Washer
OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Customer Preferred Package 29S
Black Door Handles
Second-Row Buckles with Fold-In-Floor Seats
3rd-Row Slow n Go® w/3rd-Row Targa® Seats
Compact Spare Tire
The Carrier Hitch
P225/65R17 BSW All-Season Tires
Destination Charge \$1,395

TOTAL PRICE: * \$29,835

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty.
3-year or 36,000-mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR/60,000 MILE
POWERTRAIN WARRANTY

Sale Price

\$22,564.00

EPA Fuel Economy



Annual fuel cost
\$1,900



You spend
\$2,500
in fuel costs
over 5 years
compared to the
average new vehicle.

fueleconomy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. Fuel economy ratings are based on a standard test cycle. This is a real world estimate. Fuel economy ratings are based on 15,000 miles per year at \$2.65 per gallon. This is a real world estimate. Fuel economy ratings are based on gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.
Calculate personalized estimates and compare vehicles.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score		Not Rated
Frontal	Driver	★★★★
Crash	Passenger	★★★★
Side		Not Rated
Crash	Front seat	Not Rated
	Rear seat	Not Rated
Rollover		★★★★

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS COUNTRY:
U.S./CANADIAN PARTS CONTENT: 76%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO: 15%
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.
FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
WINDSOR, ONTARIO, CANADA
COUNTRY OF ORIGIN:
ENGINE: UNITED STATES
TRANSMISSION: UNITED STATES



Ask for Dodge Vehicle Protection for your vehicle. We built it. We back it.

Arlington Public Schools
STUDENT ASSISTANCE PROGRAM CONTRACT
June 25, 2019

This agreement is made as of June 25, 2019, by and between Arbor Family Counseling Associates, referred to as "Provider" and Arlington Public Schools, Arlington, Nebraska, referred to as "School".

1. General Information

The **Arlington Public Schools** program will be contracting to provide **Student Assistance Services** that will attempt to assist students in times of crisis to find solutions for problems before they become more serious or begin to affect school performance. This confidential program is an initial assessment and referral service for students intended to open the door to problem solution assistance from a comprehensive support agency. That agency will be **Arbor Family Counseling Associates** (herein referred to as provider). The school district will benefit when students are able to resolve personal and family problems and thereby be better able to concentrate on their individual school achievements.

2. Student Assistance Program Requirements:

A. Eligibility - The School Student Assistance Program will be available and accessible to all students from June 01, 2019 to May 31, 2020. Students (or their parents) may self-refer or be referred by school district administrators or counselors. Students (or their parents) shall identify themselves as such when initially contacting Arbor Family Counseling Associates.

B. Confidentiality - Confidentiality must be assured in the use of the contact with the Student Assistance Program. Provider and School shall comply with all state and federal laws regulating confidentiality when the SAP is accessed. The Arbor counselor will seek a written release when a joint effort of school officials and the Arbor counselor are deemed appropriate.

C. Assessment and Problem Clarification Counseling (Student Assistance Services) - Arbor Family Counseling Associates will provide an objective and thorough assessment of the problem presented by a student. All families will be eligible for up to two free one-hour assessment sessions for the purpose of identifying the problem and recommending appropriate services. The assessment process may include medical and social history, peer and family relationships, patterns of academic or work performance, as well as other factors. Once the free sessions are complete, the counselor will offer several options for continuing in counseling. If the client chooses to remain with any counselor at Arbor, payment will be made through their insurance or on a negotiated rate basis.

D. Short Term Counseling - Once the free sessions are complete, the counselor will offer several options for continuing in counseling. If the client chooses to remain with any counselor at Arbor, payment will be made through their insurance or at a negotiated rate. Arlington schools may also decide to "scholarship" a student at a rate of \$80.00/hr. at an agreed upon amount of sessions.

E. School Staff Participation - School staff will be consulted, when a release is signed, and encouraged to share their knowledge in helping these students to resolve their problems. Arbor representatives shall meet with school district representatives in April and July to assess the SAP program utilization and effectiveness.

F. Follow-Up - Arbor will provide systematic and thorough feedback to the referral source or school counselor when appropriate and when a release has been signed.

G. Cost to Student - Arbor Family Counseling Associates will concentrate the first session on problem assessment. Discussion of costs of continued services shall be limited to the end of the problem assessment session and not before unless requested by the employee/student. Once the free sessions are complete, the counselor will offer several options for continuing in counseling. If the client chooses to remain with any counselor at Arbor, payment will be made through their insurance or on a negotiated rate basis. Arbor representatives, where appropriate, will assist employees/family members with filing for insurance benefits. Arlington schools may also decide to "scholarship" a student at a rate of \$80.00/hr. at an agreed upon amount of sessions.

H. Implementation - Provider will appoint a Student Assistance Program Coordinator who shall serve as the direct liaison with the school district. Provider will provide information for students (and their parents) of services available and how to access the SAP. Provider will also furnish a letter (approved by the superintendent) explaining the SAP including the purpose, eligibility of use, function, confidentiality, services, location and phone access to the offices of Arbor Family Counseling Associates.

3. Onsite Counseling

Arlington Schools is purchasing an initial 40 onsite hours for the 2019-20 school year. Additional hours may be purchased without amending this contract. Arbor Family Counseling will make available a licensed/insured counselor who will coordinate with the school counseling department and communicate regular updates to Arbor coordinator of services.

3. Provider Personnel

Provider represents and warrants that all services provided directly by provider employees and/or independent contractors pursuant to this agreement will be provided by qualified and (where required) licensed personnel, and that any referrals made by it to health care providers shall be made to providers whom provider shall reasonably believe are qualified and (where required are) licensed providers. School understands and acknowledges that referrals may be to providers who are associated with Provider in some manner including being a party to contracts to provide services to Provider or in some other manner. Provider represents and warrants that all services and/or treatments provided under this agreement shall be in accordance with generally accepted mental health and/or psychiatric standards. School understands and acknowledges that services provided by provider may be provided through persons who are not employees but who are independent contractors (including counselors, psychologists, psychiatrists and other providers).

4. Insurance Coverage

Provider shall maintain at all times during the term of this agreement comprehensive general and Provider professional liability insurance covering Provider and Provider Staff in minimum amounts

reasonably acceptable to School and Provider, but in no event less than \$200,000 per claim and \$600,000 per annual aggregate, as evidenced by written notice to Provider, and with a reputable and financially viable insurance carrier.

5. Indemnification

a. Provider shall indemnify and hold harmless School against any claims, liabilities, damages, and expenses, including without limitation reasonable attorney's fees, Incurred by School in defending or compromising actions brought against School arising out of or related to the acts or omissions of Provider or its employees in rendering of services to patients or in the performance of other duties by the Provider.

b. School shall indemnify and hold harmless Provider against any claims, liabilities, damages, and expenses, including without limitation reasonable attorney's fees, incurred by Provider in defending or compromising actions brought against Provider arising out of or related to the acts or omissions of School in the rendering of services to patients or in the performance of other duties by School pursuant to this agreement.

6. Reports

Arbor will present reports to the superintendent. In the interest of retaining confidentiality, these reports will be in the format of aggregate demographic data, with individual information omitted. This report is due on July 15, 2020.

7. Fees for Services:

\$8.50 each to enroll 680 Arlington Students at a total of \$5780.00 to enroll students June, 2019 through May, 2020 in the Arlington Public Schools Student Assistance program. \$15.00 each to enroll 100 employees June, 2019 through May, 2020 in the Arlington Public Schools Employee Assistance program for a total of \$1500.00. \$70.00 for each hour of onsite service used, including 1 hour for travel upon each onsite visit for a total of \$2800. Arlington will be invoiced for semi-annual payments of \$4340.00 in June and \$4340.00 in December of 2019. Payment is due within 30 days of billing.

8. Length of Agreement

This agreement will commence on June 01, 2019 and terminate on May 31, 2020. This contract is terminated given an assignment or sale of Arbor Family Counseling Associates.

Arlington Public Schools

Date



Arbor Family Counseling Associates

June 25, 2019
Date



ARBOR
FAMILY COUNSELING

11605 Arbor Street, Suite 106 | Omaha, NE 68144
Main: (402) 330-4700 | EAP: (402) 330-0960 or (800) 922-7379
www.arborfamilycounseling.com

Arbor Family Counseling 11605 Arbor Street Suite 106 Omaha, NE 68144		Date	Invoice # 06252019
Bill To: Lynn Johnson Superintendent Arlington Public Schools 705 N. 9th Street, PO Box 580 Arlington, NE 68002			
DESCRIPTION			
Date	Service		Amount
June 25, 2019	Student Assistance Services June, 2019 – Dec, 2019 \$8.50 each to enroll 680 Students Semi-Annual Costs		\$2890.00
June 25, 2019	Employee Assistance Services June, 2019 – Dec, 2019 \$15.00 each to enroll 100 Employees Semi - Annual Costs		\$750.00
June 25, 2019	Student Assistance Services Contracted Onsite School Hours June 2019 – Dec, 2019 \$70.00 x 40hrs. Semi-annual costs		\$1400.00
<i>It is an honor to work with you!</i>			
TOTAL			\$5040.00

Individual, Relationship, & Family Counseling | Children & Teens | Groups & Seminars | Employee Assistance | Corporate Programs

TRANSPORTATION VEHICLE OPERATING EXPENSE TOTALS 2018-2019
(7/1/18-6/30/19)

Bus #	Driver	Odometer	Total Rt.	Total Act.	Other	Total	#Gal.	Fuel Cost	Repair	Miscellaneous	Depreciation	Total
[All Diesel]			Miles	Miles	Miles	Miles	Fuel		Totals	Expenses		Per Bus
2000	Spare	SOLD		0		0	22.3	\$63.01	\$782.85	\$706.86	\$0	\$1,552.72
2001	Spare	171,043	1,077	0	0	1,077	191.6	\$555.84	\$3,145.16	\$706.86	\$0	\$4,407.86
2002	Spare	174,846	4,056	246	31	4,333	416.2	\$1,175.59	\$3,440.54	\$706.86	\$0	\$5,322.99
2010	Spare	93,290	5,651	2,843	34	8,528	1231.6	\$3,413.39	\$1,279.33	\$706.86	\$5,625.00	\$11,024.58
2011	Douglas	117,922	11,208	3,034	290	14,532	2106.8	\$5,972.95	\$3,600.48	\$799.76	\$10,057.00	\$20,430.19
2013	Toebben	69,127	11,642	2,222	72	13,936	2236.2	\$6,286.46	\$2,325.14	\$851.03	\$10,057.00	\$19,519.63
2015	Buckley/S	50,207	10,117	464	70	10,651	1316.7	\$3,639.56	\$4,497.69	\$866.86	\$9,275.00	\$18,279.11
2017	Hanel	39,904	12,504	0	0	12,504	1635.8	\$4,990.73	\$3,366.52	\$957.38	\$8,518.00	\$17,832.63
2018	Scheer	36,564	14,215	3,405	279	17,899	2101.6	\$5,926.67	\$1,007.90	\$884.86	\$8,549.00	\$16,368.43
Bus Totals			70,470	12,214	776	83,460	11,258.8	\$32,024.20	\$23,445.61	\$7,187.33	\$52,081.00	\$114,738.14
017-2018 Totals			65,679	13,975	487	80,141	10,201.3	\$26,136.86	\$24,524.58	\$7,637.24	\$52,081.00	\$110,379.68
Full Size Ford (10 Passenger)	Van 2012	30,261	0	2,878	328	3,206	185.6	\$436.32	\$769.62	\$609.24	\$1,962.00	\$3,777.18
Full Size Chev (11 Passenger)	Van 2009	85,049	0	6,829	554	7,383	659.0	\$1,558.32	\$2,756.29	\$604.24	\$0.00	\$4,918.85
Full Size Chev (11 Passenger)	Van 2009	90,932	0	6,485	344	6,829	566.9	\$1,315.48	\$714.44	\$604.24	\$0.00	\$2,634.16
	(w/running boards)											
Full Size GMC 10 Passenger	Van 2017	3,541	0	3,144	289	3,437	240.8	\$549.71	196.62	\$619.24	\$2,860.00	\$4,225.57
Chrysler Mini (Silver)	Van 2010	88,930	0	4,627	8,061	12,688	612.8	\$1,379.05	\$167.81	\$604.24	\$2,542.00	\$4,693.10
Dodge Mini (Maroon)	Van 2009	121,829	0	2,074	4,837	6,911	387.7	\$862.31	\$665.37	\$604.24	\$1,818.00	\$3,949.92
Dodge Mini (White)	Van 2012	90,406	640	2,932	3,784	7,356	370.2	\$827.73	\$3,320.31	\$691.74	\$2,521.00	\$7,360.78
Dodge Mini (Red)	Van 2015	34,296	9,284	220	1,370	10,874	573.4	\$1,276.69	\$215.12	\$1,078.66	\$1,797.00	\$4,367.47
Van Totals			9,924	29,189	19,567	58,680	3,596.3	\$8,205.61	\$8,805.58	\$5,415.84	\$13,500.00	\$35,927.03
Totals:			80,394	41,403	20,343	142,140	14,855.1	\$40,229.81	\$32,251.19	\$12,603.17	\$65,581.00	\$150,665.17

TRANSPORTATION VEHICLE OPERATING EXPENSE TOTALS 2018-2019
(7/1/18-6/30/19)

		Odometer	Total Route	Total Act.	Total		#Gal.	Fuel Cost	Repair	Miscellaneous	Depreciation	Total
			Miles	Miles	Other Miles		Fuel		Totals	Expenses		
Pick-up		900,006	0	0	252		220.4	\$418.84			\$0.00	\$418.84
												\$151,084.01

TRANSPORTATION VEHICLE OPERATING EXPENSE TOTALS 2018-2019
(7/1/18-6/30/19)

|

ARLINGTON PUBLIC
SCHOOLS'

ANNUAL TRANSPORTATION

REPORT 2018-2019

July 2019

(7/1/18 - 6/30/19)

**Comparison Summary
Transportation Fleet
(June, 2019)**

Category	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
	Amount	Amount	Amount	Amount	Amount
Total Fuel Cost	\$41,206.43	\$23,997.85	\$26,833.36	\$31,161.92	\$40,678.59
Total Misc. Expenses	\$13,671.69	\$13,628.67	\$12,443.65	\$12,635.98	\$12,603.17
Total Repairs & Services	\$64,869.24	\$58,084.42	\$49,237.52	\$34,772.95	\$32,251.25
Total Depreciation	\$31,730.00	\$41,787.00	\$58,854.00	\$62,721.00	\$65,581.00
Sub-Total	\$151,477.36	\$137,497.94	\$147,368.53	\$141,291.85	\$151,114.01
Total Salaries	\$123,973.82	\$116,283.77	\$118,859.18	\$117,746.98	\$132,541.95
Grand Total	\$275,451.18	\$253,782.00	\$266,227.71	\$259,038.83	\$283,655.96
Total Miles	155,972	117,422	121,889	129,800	142,140
Operating Cost Per Mile - (including salaries)	\$1.77	\$2.16	\$2.18	\$2.00	\$2.00
Operating Cost Per Mile -- (excluding salaries)	\$0.97	\$1.17	\$1.21	\$1.09	\$1.06

INDEX

COMPARISON SUMMARY-TRANSPORTATION FLEET 1

TRANSPORTATION FLEET TOTALS 2

OPERATING EXPENSE TOTALS. 3

Transportation Fleet Totals

July 1, 2018-June 30, 2019

[illegible]

Transportation Fleet Totals

July 1, 2018-June 30, 2019

[illegible]

CLIENT SERVICES AGREEMENT

between
ProCare Therapy
10151 Deerwood Park Boulevard
Building 200, Suite 400
Jacksonville, FL 32256
and



(“Client”)

ProCare Therapy, a d/b/a of New Direction Solutions, LLC (“ProCare”) and Client enter into this non-exclusive Client Services Agreement (“Agreement”) for the purpose of referring and placing Consultants (“Consultants”) with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

ProCare will use its commercially reasonable efforts to provide Consultants for assignment with Client. ProCare will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultant s. If a Consultant is unable to complete the specified assignment, ProCare will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of ProCare and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.

ProCare, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.

ProCare will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$2,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

The total amount recoverable against any employee for claims filed pursuant to section 13-920 or 13-921 arising out of an occurrence after May 13, 1987, shall be limited to: (1) One million dollars for any person for any number of claims arising out of a single occurrence; and (2) five million dollars for all claims arising out of a single occurrence.

5. Competency and Licensing.

ProCare will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. ProCare will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, ProCare will make available to Client all appropriate Consultant records that ProCare may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. ProCare will do its due diligence to



ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

6. On-Site Responsibility.

Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the Consultant to complete the assignment. Client acknowledges that ProCare is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that ProCare is not responsible for the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

8. Equal Opportunity.

It is the policy of ProCare to provide equal opportunity to all Consultants for employment. ProCare and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Payment Terms.

Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within thirty (30) days of receipt of invoice.**

10. Default Charges.

Invoices shall be considered Past Due thirty (30) days from date of invoice and begin to incur the applicable default charge of one and one-half percent (1½%) per month based on unpaid balances (annual percentage rate of eighteen percent (18%)) or the maximum legal interest rate, whichever is lower. ProCare reserves the right, at its option, to discontinue any extension of credit.

11. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

12. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare in writing within 3 (three) business days from the date in which the failure was discovered by a member of the Client's administration.

Failure to notify ProCare within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Consultant. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Consultant. Failure to notify



ProCare prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Consultant.

13. Incident and Error Tracking.

Client will report to ProCare any performance issues, incidents, errors and other events related to the care and services provided by ProCare Consultants. ProCare will document reported incidents in Consultant's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the time in which the occurrence was identified by Client's administration."

14. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare's Consultant has been assigned. Client ensures compliance with all applicable obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to ProCare concurrently with Client. If ProCare's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare and ProCare's Consultant.

15. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 11 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

16. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours.

17. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A.

18. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

19. Unscheduled Facility Closure Policy.



ProCare will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$100/day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

20. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate ProCare for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

21. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its ProCare representative, Client should escalate the issue to the appropriate ProCare manager by calling: 800-825-7133. Please ask for your account representative's manager.

22. Indemnification.

Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

24. Family Education Rights and Privacy Act.

ProCare shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by ProCare and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

25. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

26. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.



27. Governing Law.

This Agreement shall be governed by the laws of the state of Nebraska.

28. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

29. Employment Eligibility Verification

ProCare shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If ProCare employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

PROCARE THERAPY

Client Name

Client Representative Signature
Date

Print Name

Title

ProCare Representative Signature
Date

Print Name

Title

ST. PAUL'S LUTHERAN SCHOOL SHUTTLE BUS AGREEMENT
2019-2020 SCHOOL YEAR

This agreement entered into on the 8th day of July 2019, by Arlington Public School District 024 and St. Paul's Lutheran Church and School of 8951 CO RD 9, Arlington, Nebraska 68002.

Arlington Public Schools will provide a shuttle bus services for students attending St. Paul's Lutheran School. It is mutually agreed:

1. **Compensation.** St. Paul's Lutheran School shall compensate Arlington Public Schools a daily rate which is derived from a per mileage rate equal to 80% of the 'bus fleet per mile operational cost not including salaries' for the previous year. For the 2019-2020 school year the daily rate will be calculated at 4 miles X 2 trips X \$1.07 per mile.
2. Nonresident students attending St. Paul's Lutheran School may be bused if they do not live directly on the school district regular bus route if parent/guardians transport their child(ren) to some point on the regular bus route as determined by the district to be safe and if the desired pupil capacity on the bus is maintained. Such transportation shall extend only from some point on the regular school bus route nearest or most easily accessible to their homes to and from a point on the regular bus route nearest or most easily accessible to St. Paul's Lutheran School. St. Paul's Lutheran School will pay an annual fee of \$50 per family for this transportation service. This fee is 'in addition' to the shuttle bus fee detailed above. St. Paul's Lutheran School agrees to provide to Arlington Public Schools a completed Transportation Request Form for each family requesting this service by August 1. Resident students and option students will be given priority consideration when determining capacities.
3. School District shall assign a qualified school bus driver who has been approved by the Board of Education of the school district and a school bus that meets legal requirements. Compensation for the driver's services including transporting students and travel to/from an alternative fueling site will be provided by mutual agreement between the driver and St. Paul's. Payment of compensation to the driver (and any substitute drivers) shall be the responsibility of St. Paul's.
4. Should the employment of the assigned driver be terminated or should the assigned bus driver change his/her place of residence, the School District may elect to cancel or renegotiate this agreement. The School District will provide a sixty (60) day notice of shuttle cancellation. The School District will provide written notice to St. Paul's should they choose to renegotiate the terms of this agreement.
5. **Scope of Use.** St. Paul's shall use the designated shuttle service for purposes of transporting children attending St. Paul's School from the School District's school house site to St. Paul's and picking up students from St. Paul's school house and transporting them to the School District's school house site each day the School District is operating its school bus transportation facilities and is according to the School District's schedule. The shuttle service will only be

available on such days as the School District maintains school at its regular school hours. In any instance when the bus is not available, or available at other times, because of changed school hours, St. Paul's shall be given as much notice as possible as to such change or non-availability.

6. **Routing.** The route over which the school vehicle travels and stops shall be the most direct route by county or state roads or highways between the Arlington Public School building and the St. Paul's building. Both parties will be aware of the route and any changes will be discussed by both parties.
7. **Authorized Passengers.** No person other than a student, teacher or school official of St. Paul's shall be permitted to ride the school vehicle without consent of the Superintendent of the School District. Nothing except students and their belongings shall be transported while students are in the vehicle. The school vehicle shall be used only in transporting regularly enrolled students to and from St. Paul's. The School District shall not be required to transport any student of St. Paul's requiring special accommodations of the school bus.
8. **Passenger Obligations.** All passengers shall comply with all rules of conduct of the School District applied to regular passengers of its buses.
9. **Reports:** St. Paul's shall cooperate with the School District with regard to such reports as may be required by the State Department of Education, County Superintendent of Schools, Superintendent of Schools of the School District, or other school authorities.
10. **Billing/Payment.** St. Paul will be billed by the Arlington School District at the end of the school year with payment due within 30 days of that billing date.

WASHINGTON COUNTY SCHOOL DISTRICT 024

President, Board of Education

Date

Superintendent

Date

ST. PAUL'S LUTHERAN CHURCH & SCHOOL

President, Board of Education

Date

Principal

Date