Board of Education Regular Meeting
Monday, June 9, 2025 Immediately following Public Hearing

Middle School/High School Media Center
565 Kimmel Street
Osceola, NE 68651-0198

Agenda

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
   2.1. Call the Meeting to Order
   2.2. Roll Call
   2.3. Excuse Board Members Who Are Absent
3. Recognition of Visitors/Communications from the Public
4. Reports
   4.1. AD Report
   4.2. Principals Reports
      4.2.1. Elementary Report
      4.2.2. MS/HS Report
   4.3. Superintendent's Report
5. Action Items
   5.1. Consent Agenda
      5.1.1. Approval of the Previous Meeting's Minutes
      5.1.2. Treasurer's Report
      5.1.3. Payment of general fund claims in the amount of $442,866.17
   5.2. Consider, discuss and take all necessary action on
      5.2.1. Consider, discuss and take all necessary action to approve student accident and catastrophic insurance policies.
      5.2.2. Consider, discuss, and take all necessary action to allow Superintendent Lavaley to negotiate an offer for the Coop property for no more than $200,000.
      5.2.3. Consider, discuss, and take all necessary action to review the following School Board Policies for the 2025-2026 school year: 2001 Reimbursement and Miscellaneous Expenditures, 2008 Meetings, 4053 Conflict of Interest, 5045 Student Fees Policy, 5054 Bullying, 5057 District Title I Parent and Family Engagement Policy.
      5.2.4. Consider, discuss, and take all necessary action to accept the amendments to Policy 5015 Protection of Pupil Rights and Policy 5018 Parent Involvement in Education Practices
      5.2.5. 1st Reading to review and consider amendment of the following policies: 1002 Creation, Amendment and Distribution of Policies, 2006 Complaint Procedure, 3003 Bidding for Construction, Remodeling, Repair, or Site Improvement, 3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds, 3023 Record Management and Retention, 3026 Handbooks, 3036 Purchasing (Credit) Card Program, 3043 Design-Build Contracts, 3047 Data Breach Response, 3057 Title IX, 4051 Staff and District Social Media Use, 4057 Superintendent Evaluation,4059 Behavioral and Mental Health Training, 5001 Compulsory Attendance and Excessive Absenteeism,

5016 Student Records, 5031 Student Appearance, 5034 Handbooks, 6025 Student Cell Phone and Other Electronic Devices, 6031 Emergency Exclusion, 6034 Concussion Awareness, 6044 Participation and Assignment of Athletic Teams (New Policy), 6045 Behavioral Intervention (New Policy).

5.2.6. Consider, discuss, and take all necessary action to accept Mariah Jensen as the Elementary teacher for the 2025-2026 school year.

5.2.7. Consider, discuss, and take all necessary action approving that Brett Webster has completed his contracted duties as the Elementary Principal at Osceola Public Schools and can begin consulting and transitioning to his Superintendent position at Sutherland.

6. Next Meeting Dates and Times
   6.1. Regular meeting July 14, 2025, 7:00 PM at the Osceola Middle/High School Media Center.
7. Adjournment

Jeffrey Elementary

June 9, 2025 Brett Webster

- Sarah has been working on the schedule and is getting closer to having it ready to send to staff.

- Attendance for Spring PTC
- PreK - 100%
- K - 100%
- 1st - 100%
- 2nd - 94%
- 3rd - 93%
- 4th - 100%
- 5th - 95%

- Multicultural/Technology Reports are also attached.

1. Date of Occurrence:
January 7 – February 7

2. Nature of occurrence:
After Christmas break, we started reading our new skills book The Job Hunt. In this story, a girl named Kim goes to different parts of New York City to look for a summer job. Students learned not only about how different day-to-day living is in a big city but about all the people and their ethnicities who live there.

3. Core curriculum course in which the event occurred:
Reading/Social Studies

Michelle Recker 5-22-25

Jeffrey Elementary's Multicultural Report 2024-2025
Mallory Zelasney-Counselor

In my classroom I use CharacterStrong, a curriculum focused on social and emotional learning (SEL) and character development, which can be effectively integrated with multiculturalism to foster a more inclusive and equitable learning environment. By incorporating cultural nuances and diverse perspectives into the curriculum, CharacterStrong can help students understand and appreciate different cultures while building relationships and developing empathy

Culturally Responsive Teaching:
CharacterStrong emphasizes culturally responsive teaching, which involves understanding and addressing the cultural nuances that may affect student-teacher relationships and achievement. This can help educators bridge the gap between their understanding and the students' diverse backgrounds, leading to more successful learning experiences.

Building Relationships:
CharacterStrong focuses on building strong relationships between students and educators, which is crucial for fostering a sense of belonging and engagement, especially in multicultural classrooms. By

creating a supportive and inclusive environment, students from diverse backgrounds can feel more connected to their school community.

Diverse Perspectives:

CharacterStrong curriculum can be adapted to include diverse perspectives and examples, ensuring that students see themselves reflected in the material and feel valued. This can help students develop empathy and understanding for different cultural backgrounds.

Promoting Inclusivity:

By incorporating culturally responsive practices and diverse perspectives, CharacterStrong can help schools create a more inclusive and equitable learning environment for all students.

Fostering Acceptance:

CharacterStrong can help students develop empathy, understanding, and respect for people from diverse backgrounds, which can promote a culture of acceptance and inclusion.

Preparing for a Diverse World:

In a multicultural society, it's important to prepare students to thrive in a diverse world. CharacterStrong can help students develop the skills and knowledge necessary to navigate a multicultural environment and build relationships with people from different cultural backgrounds.

By integrating CharacterStrong with multiculturalism, schools can create a more inclusive, equitable, and engaging learning environment that prepares students to thrive in a diverse world

Multicultural Activities in First Grade

Throughout the school year my weekly lesson plans often revolve around a holiday for a “special day” to commemorate an important event.
Literature is one of the many ways that I incorporate multicultural education into the first-grade curriculum during story time. By sharing a favorite book with the class this introduces and enhances the multicultural event of the month.
The students are also engaged in meaningful learning with correlating enrichment activities that integrate these curriculum content areas: Reading, Writing, Social Studies, Science, Math, Music, and Art. I also emphasize critical thinking skills and cooperative learning. Songs, poetry, games, recipes, and patterns are some ways that give them a multicultural experience. Listed below are the multicultural activities the 1 st graders are

exposed to:
September- Labor Day (Careers)
October- Columbus Day
November- Veteran's Day
Thanksgiving (Study of Native Americans)
December- Christmas Around the World
January- Martin Luther King Jr.
March- St. Patrick's Day
May- Cinco de Mayo

Kindergarten Multicultural Report 2025

Each year, we start the school year by talking about the importance of kindness and accepting others' differences. We read the story "Each Kindness" by Jacqueline Woodson, which describes the story of a young girl who moves to a new school and the other students avoid her because she is different from them. It is a very hard-hitting, emotional story, but the kids really start to understand that their interactions with others are so important. We also start the year talking about how all of us learn in different ways. I usually give the example that if three kids get hurt on the playground, one scrapes their knee, one breaks their arm, and one has a splinter. I ask them if I should give them all Band-aids to make their injury better. They say no, and we talk about how school is the same way, sometimes other kids will get to do different activities or read different stories based on what they need to succeed.

I believe that learning about different cultures, holidays, and ethnic groups is a good practice and part of the kindergarten standards. However, I believe that multicultural education is more than just learning about specific cultures or holidays. Multicultural education is teaching students how to communicate, accept differences, find their own identity within their culture or heritage, and to have positive interactions with others around them. During the past few school years, I have implemented Kagan cooperative learning strategies to increase student involvement, teach students positive communication skills, and promote teamwork and a supportive environment. This is something I implemented throughout the whole year in my lessons.

In our reading curriculum, Amplify CKLA, the stories and topics connected with students of all backgrounds, and encouraged students to think outside of their small town comfort zone. Examples of topics include Native American culture and heritage, learning about the senses and people that live without certain senses (Ray Charles,

Helen Keller), and different ways that farms operate around the world. This year, we were able to get to the unit about Christopher Columbus which showed the story of Christopher Columbus from the lens of the Native Americans, giving a whole new meaning to the story of finding the New World and the First Thanksgiving. It was important for the kids to learn that other people may have different feelings about the same event.

The main focus in kindergarten, in regards to multicultural education, is acceptance. It is always a struggle, but we work to make sure we include everyone, not just on the playground, but at lunch, in the classroom, and at home or in the community. Teaching problem solving strategies is important, and personally, I believe that it is crucial to make sure the student is trying to resolve their problem with another student *before* walking away. If students are walking away or avoiding their problems with other people, they are not showing kindness, empathy, or love towards their neighbor. Those are qualities that I would like to see in my kindergarteners.

Multicultural Report
2024-2025

In our Special Education classroom, we work hard to create a welcoming space where every student feels respected and included. We recognize and celebrate the different cultures our students bring by including a variety of traditions, languages, and perspectives in our lessons and classroom activities. Instruction is adapted to meet each student's needs while also honoring who they are and where they come from. We use culturally responsive teaching to help students feel connected and understood, which also helps them grow socially and academically. It's important to us that all students feel like they belong and are supported everyday.

Nicci Kropatsch

Multi-Cultural Report for Third Grade

During the month of February, Black History month, students listened to many books involving important people such as Martin Luther King, Jackie Robinson and Rosa Parks.

Literature books read to the third graders were about a variety of different cultures. Students' reading textbook includes characters from different cultures. One entire unit focused on different cultures. Stories compared the 2 different cultures one family shared with a mother from Spain and a father from Lebanon.

Story problems in the students' math books use names from different cultures.

Jeffrey Elementary's Internet Safety Report 2024-2025

All students kindergarten - 5th grade were taught internet safety during their tech times each week. Grade level specific lessons and activities were taught during the months of August and September. The lessons were taken from the web based Common Sense Education: digital-citizenship. These are the core ideas covered within the program:

1) Media Balance & Well-Being
2) Privacy & Security
3) Digital Footprint & Identity
4) Relationships & Communication
5) Cyberbullying, Digital Drama, & Hate Speech
6) News & Media Literacy

Here is how Common Sense explains their program:
"Designed and developed in partnership with Project Zero at the Harvard Graduate School of Education -- and guided by research with thousands of educators -- each digital citizenship lesson takes on real challenges and digital dilemmas that students face today, giving them the skills they need to succeed as digital learners, leaders, and citizens tomorrow."

*https://www.commonsense.org/education/digital-citizenship

Board Report - Monthly
GENERAL FUND
Posted - During Check Cycle; Processing Month 006/2025

Check #	Vendor Name	Description	Amount
36123	ACT	ACT Bookklets	324.00
36124	Apple, Inc.	Mac Books	2,299.00
36163	Apple, Inc.	Mac Books	39,555.00
36125	Augie's Autobody Repair	Repairs	3,889.83
36126	Augustin Electric	Dirt	120.00
36127	Awards Unlimited	Awards / Plaques	146.95
36128	City of Osceola	Water/Sewer/Compactor & Tree Site Key	2,622.37
36129	Control Services, Inc.	Service Contract	1,211.66
36130	Crowne Plaza Kearney	NETA Hotel Rooms	319.90
36161	Doerr, Phillip	Reimb. Bus CDL License	61.00
36132	Eakes	Supplies	638.67
36133	ESU #7	ACT Prep	1,544.00
36134	Engel, Ronnie	Reimb. Computer Parts	307.12
36164	Essential Screens	Background Checks	71.11
36135	ESU #7	Maintenance	453.75
36136	ESU #7 Production	Supplies	1,125.44
36137	ESU #7	Sped Services	18,267.35
36138	Frontier Cooperative Company	Fuel	2,985.39
36165	Garys Plumbing	Supplies	28.03
36139	Go Physical Therapy, LLC	OT/PT Services	3,523.67
36140	Hometown Leasing	Copier Lease	413.97
36141	Johnson Controls Fire Protection LP	Fire System Contract & Repairs	1,740.41
36142	KSB	Legal Services	1,819.00
36143	Lassek Electric LLC	Electrical Repairs	375.00
36144	Matheson Tri-Gas, Inc.	Supplies	110.60
36145	Mid-West 3D Solutions, LLC	3D Printer	1,650.00
36146	Morris Printing Group, Inc	Elementary Planners	468.00
36147	NE Department of Education	2025 NEMTSS Summit	1,000.00
36148	Osceola Food Mart	Supplies	145.83
36149	Osceola Public Schools	Preschool Milk	69.30
36150	Ostmeyer Lawn Service	Fertilizer	600.00
36151	Pinnacle Bank	Supplies	276.00
36152	Pinnacle Bank	Supplies	1,241.38
36153	Pinnacle Bank	Supplies	550.44
36166	Polk County Health Department	Nursing Fees	910.25
36154	Polk County RPPD	Electricity	10,007.80
36155	Postmaster	Supplies	154.00
36156	Powerschool Group LLC	Software	4,495.09
36167	Presto-X	Pest Control	179.94
36157	Quadient Finance USA, Inc	Postage	750.50
36158	Sparrow Publications, LLC	Printing	144.13
36159	Teaching Strategies, LLC	Computer Software	1,257.64
36160	Trane U.S., Inc.	HVAC System	4,164.00
36161	Truck Center Companies	Labor/Parts/Repairs	506.93
36162	Tonniges Chevrolet, Inc.	Drivers Ed Car Rental	2,507.00
		Checking Account Total:	**115,031.45**
Checking 1			
711	Farm Bureau Financial Services	Term Life Insurance	13.81
712	MG Trust Company	TSA Payable	685.00
713	Optum	Flex Plan Funding	175.00
714	PLIC-SBD Grand Island	LTD Insurance	1,144.21
715	Estech Systems, Inc.	Phone Services	16.02
		Checking Account Total:	**2,034.04**
		Total Checks & Prepaids:	**117,065.49**
		Total Payroll:	**325,800.68**
		Grand Total:	**442,866.17**

Jason Lavaley, Superintendent
Osceola Public Schools
565 Kimmel Street
Osceola, NE 68651

STUDENT ASSURANCE SERVICES INCORPORATED

Renewal: Voluntary Student Accident & Catastrophic Insurance

Enclosed is your school district's renewal packet for the 2025-26 school year. For the voluntary student accident insurance, all coverage options, medical benefits & rates will remain the same. Please refer to the voluntary coverage document enclosed for additional information.

Reminder: Why Schools offer Voluntary Student Accident Insurance:

Each year student injuries are going to happen whether they're on the playground, in P.E. Class, or participating in interscholastic sports. When school districts directly notify families about the voluntary student accident insurance at the beginning of the school year and prior to each sports season, there is now reinforcement that helps support school personnel when dealing with parents/guardians that are upset about their student's injury.

Truthfully, we live in a society where lawsuits are abundant. Having a student accident policy in place and making all families aware of coverage either by email, text, or mailing can only support the school district through the school year.

Catastrophic Insurance:

The catastrophic insurance renewal is also enclosed. The medical benefits associated with this policy will remain the same. Coverage for student athletes (Class 1) while practicing/competing in sports will remain $3.25 per student. Coverage for all other school activities (Class 2) will remain $1.20 per student.

- As felonious assaults (i.e. Active Shooter) continue to occur within school systems nationwide, please know that your Class 2 catastrophic coverage does provide medical benefits in the event that something like that occurs (for the grade levels on the application). This includes a $10,000 (non-deductible) accidental death benefit and a Crisis Management Benefit ($100 per counseling session, up to 25 sessions within 1 year of a student sustaining an accidental injury).

DUE DATE for Signed Renewal Applications:

Enclosed you will find your school district's 2025-2026 renewal applications. Please complete the renewal applications by **June 27th, 2025**.

An estimated billing invoice is also enclosed. The catastrophic payment will need to be received by Student Assurance Services prior to the start of the new policy year (August 1st, 2025).

If you have any questions, please feel free to contact us.

Sincerely,

David Wamberg

David Wamberg, Sales Representative
Student Assurance Services, Inc.
Phone: (308) 550-1122
E-mail: davidwamberg@gmail.com

Sonny Heinrich

Sonny Heinrich, Director of K-12 Operations
Student Assurance Services, Inc.
Phone: (800) 328-2739
E-mail: sonnyh@sas-mn.com

APPLICATION

pomi Simple. Easy. Awesome.

Powered by: GREAT AMERICAN INSURANCE COMPANY

Application is hereby made for a Catastrophic Student Accident Insurance Plan based on the following statements and representations.

Applicant (Name of School/District): Osceola Public Schools

Street Address: 565 Kimmel Street

City, State, Zip: Osceola, NE 68651

Taxpayer ID# (if applicable): _____

If the Applicant is a School District, please attach the list of schools to be insured. (ON BACK SIDE IF ADDT'L SPACE IS NEEDED)

It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Term: August 1, 2025 to August 1, 2026

Requested Policy Term, if other than August 1, 2025 to August 1, 2026: _____

Class (es) of Eligible Persons

The Applicant named above elects to provide coverage to the Class(es) of Eligible Persons checked below. Do not elect Class 3, if Class 2 is elected.

CHECK ALL THAT APPLY

- [X] CLASS 1: All student athletes, student managers, student trainers, student coaches, cheerleaders and band members who participate in school sponsored and supervised interscholastic athletic activities.
- [X] CLASS 2: All students, from pre-kindergarten through the twelfth grade, while they are attending regularly scheduled classes and taking part in all school-sponsored and supervised activities including off-season athletic training and conditioning, except interscholastic athletics. (Includes Class 3 students, if Class 2 students are covered under the Policy)
- [ ] CLASS 3: All students who participate in all school-sponsored and supervised extracurricular non-athletic activities and clubs.

Premium Rates:	**Number of Insureds**	X	**Rate**	=	**Premium**
Class 1	65	X	$3.25	=	$ 211.25
Please list grades to be covered	7 - 8				
Class 2	242	X	$1.20	=	$ 290.40
Please list grades to be covered	PK - 12				
Class 3	_____	X	$0.40	=	$ _____

Please list Class 3 activities and clubs to be covered _____

_____

_____

_____ **(ADDT'L SPACE OTHER SIDE)**

TOTAL PREMIUM
(Subject to minimum premium of $500) $ 501.65

Please include premium check with this Application, mail and make payable to: **STUDENT ASSURANCE SERVICES, INC.**

FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Signature of Authorized Person: X _____ Title: X Superintendent

Please Print Name: X Jason Lavsley email: X jlavsley@Osceola.esu7.org

Telephone: _____

Signed at: _____ (City) _____ (State) Date: _____

Signed by Licensed Resident Agent _____
(Where Required by Law)

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

The signed application declares that:

All information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to Great American Insurance Company's decision to provide this insurance, and that insurance will be provided, at Great American Insurance Company's sole discretion, in reliance upon the truth of such information.

It is hereby understood and agreed that:

1. this insurance is provided by Great American Insurance Company in consideration of payment of the required premium;
2. the insurance under the policy begins on the Policy Effective Date 8/1/25-8/1/26, except as noted on front of this form; and
3. the acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

Please list Class 3 activities and clubs to be covered (ADDT'L) _____

_____

_____

_____

Description of Coverage

Accidental Death & Dismemberment Benefits

Covered Loss	Benefit Amount	Covered Loss	Benefit Amount
Death	$10,000	One Hand; One Foot; or Sight of One Eye	$10,000
Both Hands or Both Feet	$20,000	Speech and Hearing	$20,000
One Hand or One Foot plus the loss of Sight of One Eye	$20,000	Speech or Hearing	$10,000
Sight of Both Eyes	$20,000	Thumb and Index Finger of the same Hand	$ 5,000
		Hearing in One Ear	$ 5,000

Accident Medical Expense Benefits

Scope of Coverage: ..... **Full Excess**
Benefit Maximum: **$5,000,000**
Deductible: **$25,000**
Deductible Incurral Period: ..... **2 years from date of the Covered Accident**
Maximum Benefit Period: ..... **520 weeks after the date of the Covered Accident**

ADDT'L INFORMATION SPACE - _____

_____

_____

_____

_____

_____

Coverage is summarized. Coverage features and product availability may vary by state. Please contact us for additional information, and refer to the actual policy for a full description of applicable terms, conditions, limits and exclusions. Policies are underwritten by Great American Insurance Company. The Great American Insurance Group eagle logo and the word marks Great American ® are registered service marks of Great American Insurance Company. © 2016 Great American Insurance Company. Great American Insurance Group, 301 E. Fourth St., Cincinnati, OH 45202. All rights reserved.

Please send all correspondence and payments to:
Student Assurance Services, Inc.
P.O. Box 196
Stillwater, MN 55082

Ameritas
Ameritas Life Insurance Corp.
Lincoln, Nebraska

APPLICATION FOR STUDENT ACCIDENT INSURANCE

Osceola Public Schools
565 Kimmel Street
Osceola, NE 68651

1. **What is the first day of authorized sports practice?** _____
2. **What is the first day of the regular school term?** _____ **Last Day of School** _____
3. **Select the PLAN desired below. Complete the Enrollment and Premium sections.**
   Effective Date: 08/01/2025 **Termination Date:** 07/31/2026

SCHOOLS THAT PROVIDE COVERAGE ON A GROUP BASIS

☐ **Group Athletic Coverage: Plan :** _____
Senior High Enrollment _____ Grades _____ $ _____
Junior High Enrollment _____ Grades _____ $ _____

☐ **Additional Coverage Plan:** _____ $ _____

☐ **Additional Coverage Plan:** _____ $ _____

☐ **All-Pupil Coverages: Plan:** _____
Total Enrollment of all Grades (PK-12): _____ @ $ _____ = $ _____

TOTAL PREMIUM = $ _____

(All premiums are due prior to the effective date of the policy. If the full premium is not received within 60 days of the effective date, the policy will be cancelled and no coverage will be inforce, unless otherwise agreed)

SCHOOLS THAT OFFER COVERAGE ON A VOLUNTARY BASIS

Directions: Please review each statement below and initial if you agree to the terms required. Student Assurance Services will provide voluntary student accident forms via email after the completed application is received in our office.

☑ **1. *Voluntary Coverage for Student Athletes (Grades 7-12): Plan:*** K - 1513 (Voluntary)
I agree that my Athletic Department(s) will directly notify all families of student athletes about the voluntary student accident coverage available prior to the start of each sports season (fall, winter, spring).
X JL ***(Initial Here in Agreement)***

☑ **2. *Voluntary Coverage for All Students (Grades PK-12): Plan:*** K - 1513 (Voluntary)
I agree that all schools within my school district will directly notify all families about the voluntary student accident coverage available at the beginning of the school year.
X JL ***(Initial Here in Agreement)***

Estimated Total Enrollment within School District (Required) 250

When initial above, it's agreed and understood that: (**applies only to voluntary coverages**)
a. The school will offer coverage to all students in the school system.
b. Football/Sports Coverage is available only if the school installs the Voluntary Student Coverage.
c. A school official will complete the school's section of each claim form for school related injuries.
d. If an enrollment form is returned to the school: Premium must be sent to the agent within 30 days of receipt; and a school official must date the premium envelope on the date received.
e. **Only one student accident insurance plan will be offered by the school.**

WEBSITE ACCESS AGREEMENT

By signing this form you will be given an access code to view the Master Policy, enrolled roster, and claim status information on our website. This code should only be shared with school administration. An email that explains how to access your school's information will be provided after the application is received and reviewed.

Applied for by: Jason Lavaley
Print Name of School Official | Telephone Number | E-Mail Address

X _____
Signature of School Official | Title: Superintendent | Date

Administrator of Policy/Claims: _____
If different than above
Print Name | Telephone Number | E-Mail Address

Agent: _____
Print Name | Telephone Number | E-Mail Address

Agent Mailing Address

Administered by and Mail to:
Student Assurance Services, Inc.
P.O. Box 196
Stillwater, MN 55082

GAA-2201 Rev. 01-23

STUDENT ASSURANCE SERVICES INCORPORATED

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

SAS Admin. Use Only

STUDENT ACCIDENT INSURANCE COVERAGE

POLICY GA-2200Ed.11-16(ID)(KS)(LA)(MN)(MT)(NC)(ND)(OH)

Premiums & Coverage Options	One Time Policy Year Premiums
School Time Coverage Grades PK-12 (Does NOT Include Interscholastic Sports Coverage grades 7-12) Protects the student while: a) attending regular school sessions, b) participating in or attending school-sponsored and supervised extracurricular activities, c) traveling directly to and from school for regular school sessions, and while traveling to and from school-sponsored and supervised extracurricular activities in school provided transportation. DOES NOT cover participation in interscholastic sports for students in grades 7-12.	$16
Full Time Coverage Grades PK-12 (Does NOT Include Interscholastic Sports Coverage grades 7-12) Covers the student 24 hours a day until school starts next year. Includes coverage while at home and school, on weekends and during summer vacation. DOES NOT cover participation in interscholastic sports for students in grades 7-12.	$99
School Time Coverage Grades PK-12 AND Interscholastic Sports Coverage Grades 7-12 (does not include Football grades 9-12) In addition to School-Time Coverage shown above, includes All Interscholastic Sports Coverage that protects the student while practicing for or competing in school-sponsored and supervised interscholastic sports including travel in school provided transportation for grades 7-12. DOES NOT cover Football for grades 9-12.	$91
Full Time Coverage Grades PK-12 AND Interscholastic Sports Coverage Grades 7-12 (does not include Football grades 9-12) In addition to the Full-Time Coverage shown above, includes All Interscholastic Sports Coverage that protects the student while practicing or competing in school-sponsored and supervised interscholastic sports including travel in school-provided transportation for grades 7-12. DOES NOT cover Football for grades 9-12.	$174
Football Coverage Grades 9 - 12 Protects the student while practicing for or competing in school-sponsored and supervised interscholastic football including travel in school-provided transportation for grades 9-12.	$250
Extended Dental Coverage Grades PK-12 Provides benefits up to a maximum of $5,000 for any dental Injury. Covers the student 24 hours a day until school starts next year. Treatment must begin within 60 days from the date of the Injury and must be performed within one year from the date of Injury. However, if within the one year period following the date of Injury the student's attending dentist certifies that dental treatment and/or replacement must be deferred beyond one year, the policy pays the estimated cost of such deferred treatment, but not to exceed $200 for each tooth. Benefits for prostheses are limited to $500 per injury, including procedures performed to install them. Dental prostheses include, but are not limited to: crowns, dentures, bridges, and implants. Extended Dental does not cover treatment for orthodontics, dental disease, or expenses that exceed the dental prosthesis maximum benefit limit.	$9

The Medical Benefits and Exclusions below apply to the Coverage Options listed above.

MEDICAL BENEFITS (What the Insurance Plan Pays) - When injury covered by the policy results in treatment by a Licensed Physician within 60 days from the date of accident, the Company will pay the Usual and Customary Charges (U&C) incurred for covered services as listed below, for charges actually incurred within one year from the date of injury up to the specified Maximum Medical Benefit of $50,000 per injury. (In MT and NC benefits are payable after the deductible per injury is satisfied, the deductible is the amount paid or payable for the same injury by Other Valid Coverage)

This policy will pay benefits regardless of Other Valid Coverage if the covered claim expense is less than $200. If the covered claim expense exceeds $200, benefits shall be paid first by Other Valid Coverage. (This coverage is excess in KS, and this coverage is primary in MT and NC after deductible, and in ID, IL)

All Amounts Listed Below are Per Injury

PHYSICIAN'S SERVICES
a) **Surgical Care** (surgeon, assistant surgeon, and anesthesia) ..... 80% U&C, up to $2,500
b) **Nonsurgical Care** (includes physiotherapy performed other than in a hospital, 1 visit per day)..... U&C, up to $50 per visit, maximum 6 visits

HOSPITAL CARE
a) **Inpatient Care**
1) **Hospital Semi-Private Room** ..... U&C, up to $500 per day
2) **Hospital Miscellaneous Services** ..... 80% U&C, up to $2,500
b) **Outpatient Care**
1) **Facility Charges for Day Surgery** ..... U&C, up to $2,500
2) **Emergency Room** ..... 80% U&C, up to $500

Note: Benefits for hospital miscellaneous and outpatient care charges are limited to services not scheduled under Medical Benefits.

X-RAY SERVICES (includes charges for reading) ..... U&C, up to $250
LABORATORY SERVICES ..... U&C, up to $250
DIAGNOSTIC IMAGING (includes MRI, CT scan, bone scan and charges for reading) ..... U&C, up to $500
DENTAL TREATMENT (in lieu of all other medical benefits; for repair and/or replacement of each sound and natural tooth) ..... U&C, up to $250 per tooth (In SD, sound and natural is deleted)
AMBULANCE SERVICES ..... U&C, up to $500
ORTHOPEDIC APPLIANCES (when prescribed by a physician for healing) ..... U&C, up to $250
PRESCRIPTION DRUGS (take home) ..... U&C, up to $250
REPLACEMENT EYEGLASSES, CONTACT LENSES, HEARING AIDS (when medical treatment is required for covered injury) ..... U&C, up to $250
MOTOR VEHICLE INJURY ..... Same as any injury, up to $2,500 (In KS,$2,500 limit does not apply)

ACCIDENTAL DEATH AND DISMEMBERMENT

When injury covered by this policy results in Accidental Death or Dismemberment within 180 days from the date of accident, the following benefits will be payable.
Loss of Life ..... $2,500 Loss of an Eye ..... $2,500 Double Dismemberment ..... $10,000 Single Dismemberment $2,500

The policy contains a provision limiting coverage to the usual and customary charges. This limitation may result in additional out-of-pocket expenses for the insured.

K-1511/1513(2025)

Ameritas
Ameritas Life Insurance Corp.
Lincoln, Nebraska

ENROLLMENT FORM FOR STUDENT ACCIDENT INSURANCE

↑ STUDENT'S LAST NAME ↑ (one letter in each box)

STUDENT'S FIRST NAME M.I.
Please Print
Address _____
(Street)
_____
(City) (State) (Zip)
Email Address _____
Name of School _____
Name of District _____
Student's Age _____ Grade _____ Phone _____

X _____
GAA-2203Ed.11-16 (Signature of Parent or Guardian) (Date)

COVERAGE PLANS	One Time Policy Year Premiums
Full Time Coverage (Does NOT include Interscholastic Sports Coverage)	☐ $ 99
Full Time Coverage AND Interscholastic Sports Coverage (Does not include Football Grades 9-12)	☐ $174
School Time Coverage (Does NOT Include Interscholastic Sports Coverage)	☐ $ 16
School Time Coverage AND Interscholastic Sports Coverage (Does not include Football Grades 9-12)	☐ $ 91
Football Coverage (Grades 9-12)	☐ $250
Extended Dental Coverage (Grades PK-12)	☐ $ 9

DO NOT SEND CASH TOTAL PREMIUM

Make Checks payable to: **STUDENT ASSURANCE SERVICES, INC.**
*Please write student's name on the front of check. **NO REFUNDS**

K-1511/1513(2025)

EXCLUSIONS (What the Plan DOES NOT Pay)

1. Any sickness, disease, infection (unless caused by an open cut or wound), including but not limited to: aggravation of a congenital condition, blisters, headaches, hernia of any kind, mental or physical infirmity, Osgood-Schlatter disease, osteochondritis, osteochondritis dissecans, osteomyelitis, spondylolysis, slipped femoral capital epiphysis, orthodontics.
2. Injuries for which benefits are paid under Workers' Compensation or Employer's Liability Laws. (In NC, benefits are excluded if the employee, employer, or carrier is responsible or liable according to final adjudication or settlement order under state law)
3. Any Injury involving a two or three-wheeled motor vehicle or snowmobile or any motorized or engine driven vehicle not designed primarily for use on public streets and highways, unless the insured is participating in an activity sponsored by the Policyholder. (In ID, Insured must be participating as a professional)
4. The practice or play of interscholastic sports including travel to or from such activity, practice, or play for students in grades 7-12, unless such premium is paid.
5. In Kansas - No benefits are payable for accidental bodily Injuries arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any automobile policy.
6. In Ohio - Reinjury if the insured participated in a covered activity against medical advice.

IT IS NOT THE INTENT OF THE POLICY TO PROVIDE BENEFITS FOR AN EXISTING MEDICAL PROBLEM. A re-injury will not be covered if the insured has received treatment within a period of 180 days prior to the effective date of the policy. (In OH, this provision does not apply)

WHAT KIND OF INSURANCE IS THIS?
This is accidental bodily injury insurance; it covers accidental bodily injury occurring while the coverage is in force. Medical illnesses such as ear infections or sore throats are not covered.

WHO SHOULD CONSIDER BUYING THIS INSURANCE?
1. All families with no other health coverage.
2. Families with other medical or dental coverage having deductibles, copays or coinsurance. Our policy applies benefits toward your other health coverage out-of-pocket expenses. (This coverage is primary in MT and NC after deductible, and in ID, IL)

HOW TO ENROLL

1. Select the desired coverage(s) from the options listed above. Premium cannot be prorated. There are two enrollment and payment options.
2. Complete the Enrollment Form and enclose the premium (check made payable to: STUDENT ASSURANCE SERVICES, INC. or credit card payment information). Please write the name of the student on the check. Return the premium payment with the requested enrollment information in an envelope and mail to: Student Assurance Services, Inc. P.O. Box 196, Stillwater, MN 55082-0196; OR
3. Complete enrollment form online at the Student Assurance Services, Inc. website www.sas-mn.com. The online form is available under the K-12 School Look-up.
4. Be sure to retain this brochure and a copy of the premium payment as proof of insurance. You will not receive a policy or ID card. The master policy is issued to the school.

EFFECTIVE AND EXPIRATION DATES

Coverage becomes effective the later of: the Master Policy Effective Date; r 12:01A.M. following the date the envelope containing the enrollment form and premium payment is postmarked by the U.S. Postal Service; or for online enrollment 12:01A.M. following the date the proper premium is received by the Plan Administrator. Interscholastic sports coverage expires on the last day of the authorized season of the current school year. School-Time and Full-Time coverage expires on the selected expiration date of the annual term policy.

HOW TO FILE A CLAIM

1. Notify the school and obtain a claim form immediately. The school will fill out Part A of the claim form if it's a school injury.
2. Parents complete Part B of the claim form. **Answer all questions.**
3. Submit copies of the student's *itemized bills* to the student's family medical and dental coverage first, even if there is a large deductible. The other insurance plan will send a report called an Explanation of Benefits (EOB). This plan is supplemental to all other valid coverage. The claim must be filed with the other coverage first! (Coverage is excess in KS, primary in MT and NC after deductible, and in ID, IL) This Plan **DOES NOT** cover penalties imposed for failure to use providers preferred or designated by the primary coverage. (In KS, penalty does not apply)
4. Send the completed claim form, copies of student's itemized bills and EOB to:
   STUDENT ASSURANCE SERVICES, INC.
   PO BOX 196 • STILLWATER, MN 55082
5. No claim can be completed until **all of the above documents** have been provided.

NOTE: Student must be treated by a Licensed Physician within 60 days of the date of the injury. Proof of claim should be submitted within 90 days from the date of accident, or a reasonable time thereafter not to exceed one year. Itemized bills should be submitted within 90 days from the date of treatment or reasonable time thereafter not to exceed one year. The policy is responsible only for expenses incurred within one year. (In NC, itemized bills must be submitted within 180 days from the date of treatment, not to exceed one year)

This provides a very brief description of some of the important features of the insurance policy. It is not the insurance policy and does not represent it. A full explanation of benefits, exceptions and limitations is contained in the Group Accident Insurance Policy Form GA-2200Ed.11-16 (and any state specific), and any applicable endorsement(s). This policy is considered term accident insurance (except in ID) and is non-renewable. This product may not be available in all states and is subject to individual state regulations. The Master Policy is issued to the School District/School. A copy of the Privacy Notice and Certificate of Coverage (where applicable) may be obtained on the website www.sas-mn.com.

K-1511/1513(2025)

Administered by

STUDENT ASSURANCE SERVICES, INC.
PO Box 196 • Stillwater MN 55082-0196
Toll Free 800-328-2739 - (651) 439-7098

www.sas-mn.com

STUDENT ASSURANCE SERVICES INCORPORATED

HAVE QUESTIONS?
CALL US TOLL FREE AT
(800) 328-2739 OR (651) 439-7098

Underwritten by

Ameritas
Ameritas Life Insurance Corp.
Lincoln, Nebraska

STUDENT ACCIDENT INSURANCE CREDIT CARD PAYMENT

INDICATE PREMIUM SELECTED AND COMPLETE THE REQUESTED ENROLLMENT INFORMATION FOUND ON THE REVERSE SIDE OF THIS FORM.
There is a $5.00 Processing Fee added to ALL Credit Card Transactions (does not apply to IN, NC residents)

☐ Please charge $ _____ + $5.00 Processing Fee = $ _____ to the following credit card: ☐VISA® ,☐MasterCard®, or ☐Discover®

Credit Card Number

Security Code (on back of card, 3 digits)

Card Expiration Date (Month) (Year)

Credit card billing will state: "Student Assurance Services, Inc."

Print Cardholder Name _____ Date ____ / ____ / ____

Cardholder Signature _____

Cardholder Address _____
(Street) (City) (State) (Zip)

Telephone Number (_____) _____ - _____

GAA-2203Ed.11-16

K-1511/1513(2025)

DETACH - Place inside envelope

CATASTROPHIC ACCIDENT INSURANCE

2025 – 2026 School Year

pomi Simple Easy Awesome

Powered by: GREAT AMERICAN INSURANCE COMPANY

BENEFIT SUMMARY

- Provides Accident Medical Expense Benefits with a maximum benefit of $5,000,000 per Insured per Covered Accident. Accident Expense Benefits are payable:
  (a) after $25,000 of covered expenses have been incurred within two years after the date of the Covered Accident; and
  (b) after benefits have been paid under other Health Care Plans; and
  (c) for Covered Expenses incurred within 10 years from the date of the Covered Accident.
- Provides an Accidental Death benefit of $10,000, and a Dismemberment benefit of up to $20,000.

CLASS DESCRIPTION & COVERAGE

- CLASS 1: All student athletes, student managers, student trainers, student coaches, cheerleaders and band members who participate in school sponsored and supervised interscholastic athletic activities.
- CLASS 2: All students, from pre-kindergarten through the twelfth grade, while they are attending regularly scheduled classes and taking part in all school-sponsored and supervised activities including off-season athletic training and conditioning, except interscholastic athletics. (Includes Class 3 students, if Class 2 students are covered under the Policy)
- CLASS 3: All students who participate in all school-sponsored and supervised extracurricular non-athletic activities and clubs.

PREMIUM

• CLASS 1:	$3.25 per student
• CLASS 2:	$1.20 per student
• CLASS 3:	$0.40 per student

100% participation is required - Minimum Policy Premium - $500.00

HOW TO ENROLL

- Please complete the attached APPLICATION
- Include your check with the APPLICATION made payable to Student Assurance Services, Inc.
- Please send the APPLICATION and check to:

STUDENT ASSURANCE SERVICES, INC.
P.O. BOX 196
STILLWATER, MN 55082-0196

CONTACT INFORMATION

- Marketed by: Student Assurance Services, Inc.
  333 North Main Street
  P.O. Box 196
  Stillwater, MN 55082-0196
  Phone (651) 439-7098 – Toll Free 1-800-328-2739
- Underwritten by: Great American Insurance Group
  Cincinnati, Ohio 45202

This brochure provides a summary of the coverage to be provided and is not intended to substitute for or duplicate policy provisions. It is subject to the provisions of the policy of insurance to be issued by Great American Insurance Company. You will need to contact us for exact policy language, as well as for any limitations and restrictions that may be applicable. The policy is the only contract between the Policyholder and us. It contains the actual terms, conditions and limits of the coverage to be provided. If there is any conflict between this quote and the policy, the policy will govern in all cases. Acceptance of this quote is contingent upon and subject to the actual terms and conditions of the policy as issued.

- **Description of Coverage**
  This plan provides benefits for Covered Expenses incurred for treatment of injuries resulting directly, and independently of all other causes, from a Covered Accident. The Covered Accident must occur while the student is taking part in the activity described in the Covered Activity(ies), or while traveling, via transportation provided by the school, directly to or from an activity as a member of a group supervised by the school.
- **General Limitations**
  Benefits are payable only for Covered Losses incurred as a result of participation in Covered Activities.
  LIMITATION ON MULTIPLE COVERED ACTIVITIES: If an Insured suffers a Covered Loss while participating in more than one Covered Activity, We will pay only one benefit; the largest benefit unless there is a specific written exception in this Policy. LIMITATION ON MULTIPLE BENEFITS: If an Insured can recover benefits under more than one of the Benefits stated in the Schedule, as a result of the same Accident, We will pay only one benefit, the largest benefit.

- **Accident Medical Expense Benefits**
If, as a result of a covered Injury, the Insured, requires care and treatment rendered by a doctor, the Company will pay the Usual and customary charges which are deemed medically necessary provided the first expense is incurred no later than 180 days after the date of the Covered Accident. This Benefit is payable subject to the Benefit Maximum per Covered Accident, the Deductible, and the Maximum Benefit Period shown in the Application.
The benefit amount for this benefit is payable in excess of any In Force Policy and its applicable deductible. In the event and only in the event of the reduction or exhaustion of the limit of insurance of the In Force Policy solely as the result of actual payment of benefits covered thereunder, this Policy shall pay excess of the reduced limit of insurance of the In Force Policy and its applicable deductible. This Policy shall only pay pursuant to the terms and conditions of this Policy and no other policy. We will pay the Usual and Customary amount, reduced by the payment by any other insurance plan. This Policy will recognize payment by any other insurance plan as reducing or satisfying the deductible amount of this Policy.
- **Accidental Death and Dismemberment Benefit**
If an Insured suffers a loss of life as a result of a Covered Injury, We will pay the applicable amount shown in the Schedule. The death must occur within 365 days of the Covered Injury.
- **Accidental Dismemberment Benefit**
If a Covered Injury to an Insured results in any of the following Covered Losses, We will pay the percentage shown below. The Covered Loss must occur within 365 days of the Covered Accident. The benefit amount is based on the maximum amount shown in the Schedule for the person suffering the Covered Loss.

Covered Loss	Percentage of Maximum Amount	Covered Loss	Percentage of Maximum Amount
Both Hands or Both Feet	100%	Sight of Both Eyes	100%
One Hand or One Foot plus the loss of Sight of One Eye	100%	Speech and Hearing	100%
One Hand; One Foot; or Sight of One Eye	50%	Hearing in One Ear	25%
Thumb and Index Finger of the same Hand	25%		

- For purposes of this Benefit, DEFINITIONS is amended to include the following: Covered Loss means:

1. For a foot or hand, actual severance through or above the ankle or wrist joint;
2. For thumb and index finger, complete severance through or above the metacarpophalangeal joint of Both digits;
3. Total and permanent loss of sight;
4. Total and permanent loss of speech; or
5. Total and permanent loss of hearing.

- **General Exclusions** - A loss will not be a Covered Loss if it is caused by, contributed to, or results from:

1. Sickness, disease, mental infirmity, emotional or psychological trauma, or bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
2. Suicide, self-destruction, attempted suicide or self-destruction, or intentional self-inflicted injury, while sane or insane;
3. War or any act of war, whether declared or not;
4. Commission of, or attempt to commit, a felony, an assault, or other illegal activity;
5. The covered person being legally intoxicated as determined according to the laws of the jurisdiction in which the injury occurred
6. The covered person being intoxicated or under the influence of any drugs or narcotics unless administered by or upon the advice of a physician.
7. Any loss arising out of terrorism or terrorist acts.
8. Injury covered by workers' compensation, employer's liability laws, or similar occupational benefits, or while engaging in activity for monetary gain from sources other than the Policyholder;
9. A covered accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon our receipt of proof of service, we will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded, unless it extends beyond 31 days;
10. Travel in any aircraft owned, leased, or controlled by the Policyholder, or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by the Policyholder if the aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
11. Practice or play in any sports activity, including travel to and from the activity and practice, except as specifically provided in the policy;
12. Aggravation, during a covered activity, of an injury the covered person suffered before participating in that covered activity, unless we receive a written medical release from the covered person's physician;
13. Participation in covered activities not sponsored by or under the supervision of the Policyholder.
14. The covered person riding or driving in any kind of race.

- **Accident Medical Exclusions:** In addition to the General Exclusions stated in the Policy, We will not cover expenses under this additional benefit for:

1. Pre-existing conditions occurring within the first 12 months of coverage (except as specifically provided by the policy);
2. Treatment by persons employed or retained by a Policyholder, or by any immediate family member or member of the covered person's household;
3. Pregnancy, childbirth, or miscarriage;
4. Elective abortion, an abortion for any reason other than to preserve the life of the female upon whom the abortion is performed;
5. Mental and nervous disorders (except as specifically provided in the policy);
6. Damage to or loss of dentures or bridges, or damage to existing orthodontic equipment (except as specifically covered by the policy);
7. Elective or cosmetic surgery, except for reconstructive surgery needed as the result of an injury;
8. Eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, examinations or prescriptions for them, or repair or replacement of artificial limbs, orthopedic braces, or orthotic devices (except as specifically provided in the policy;
9. Expenses for which the covered person would not be responsible for in the absence of this policy;
10. Treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the covered activity;
11. Treatment or service provided by a private duty nurse (except as specifically provided in the policy);
12. Replacement of artificial limbs, eyes, or other prosthetic appliances;
13. Routine physicals, check-ups, routine ob-gyn visits, pap smears, or wellness visits;
14. Overuse symptoms including, but not limited to, bursitis, tendonitis, shin splints, stress fractures, heat exhaustion, heat stroke, heat prostration, malfunctions of the heart, embolism, reinjures or the aggravation thereof, sprains, hernia, strains, muscle tears, or repetitive motion injury, except as specifically provided in the policy;
15. Expenses due to an aggravation or re-injury of a pre-existing condition (except as specifically provided in the policy);
16. Repair or replacement of existing dentures, partial dentures, braces, fixed or removable bridges, or other artificial dental restoration (except as specifically provided in the policy);
17. Repair, replacement, examinations for prescriptions, or the fitting of eyeglasses or contact lenses;
18. Medical expenses and disability for which the covered person is entitled to benefits under any Worker's Compensation Act;
19. Expenses incurred that are in excess of reasonable charges, or expenses that are not medically necessary; or
20. Dental treatment necessitated by sickness, deterioration or disease, for cosmetic, preventive, diagnostic or orthodontic purposes, or by any reason other than an injury.

- **Definitions**
Accident means a sudden, abrupt, and unexpected event. **Covered Accident** means an accident that occurs directly and independently of all other causes while coverage is in effect for a covered person resulting in a covered loss or injury under the policy for which benefits are payable. **Contributory** means the Insured is required to pay all or a portion of the premium. Whether the benefits are Contributory or Non-Contributory is stated in the Schedule. **Covered Activity** means those activities set out in the Covered Activities section of the schedule of benefits, with respect to which covered persons are provided accident insurance under the policy. **Covered Loss** or **Covered Losses** means an accidental death, dismemberment or other injury covered under the policy. **Covered Person** means an eligible person, who enrolls for coverage, if required, and for whom the required premium is paid. **Eligible Person** means a person in a Class of Eligible Persons, as shown in the schedule of benefits. **Injury** means bodily injury sustained by a covered person caused by a covered accident that:
1. Occurs while this policy is in effect as to the person whose injury is the basis of claim;
2. Occurs while the covered person is participating in a covered activity; and
3. Results directly and independently of all other causes in a covered loss.

Physician means a provider or practitioner who:
1. Is properly licensed or certified to provide care or treatment under the laws of the state where he or she practices;
2. Provides services that are within the scope of his or her license or certificate; and
3. Is neither the covered person nor a member of the covered person's household or an immediate family member.

Schedule of Benefits means the benefits, benefit amounts, terms, limitations and provisions of coverage selected by the Policyholder which is attached to and made a part of this policy. **Spouse** means an adult person with whom the covered person enters into a marriage, civil union, or comparable relationship in a state or nation in which the marriage, civil union or comparable relationship is sanctioned by law and legally valid at the time it is entered into by the parties. **Policy** means the contract issued by us to the Policyholder for the benefit of a covered person.

STUDENT ASSURANCE SERVICES INCORPORATED

STUDENT ASSURANCE SERVICES, INC.
PO BOX 196
STILLWATER, MN 55082-0196

2025-2026 BILLING INVOICE

Osceola Public Schools
P.O. Box 198, 565 Kimmel St
Osceola, NE 68651

CATASTROPHIC COVERAGE:

Class 1:			
	(***65** Students Grades 7-8) x $3.25	=	$211.25
Class 2:			
	(***242** Students Grades PK-12) x $1.20	=	$290.40

TOTAL PREMIUM DUE = **$501.05**
($500 Minimum Required)

Invoice is determined by last year's provided enrollment number.
**If the enrollment is incorrect, please make the correction.*

The premium is due prior to the effective date of the policy (August 1st).

THANK YOU

GUARANTEE TRUST LIFE INSURANCE COMPANY

Glenview, Illinois

Application For Student Accident Insurance

Name of Policyholder: Osceola School District #19

Address: 565 South Kimmel Street (Street) Osceola (City) NE (State) 68651 (Zip) (County)

Junior/Middle High Schools consist of grades 6-8 Senior High Schools consist of grades 9-12

Total District enrollment 250 Please attach a list of all schools in the District.

Policy Number: 264-125-075-I

☒ **STUDENT ACCIDENT COVERAGE**

Coverage shall become effective on the date that premium is received by the Company or its representative, but in no event prior to the first day of school, which is 8/14/2025. The termination date shall be 5/20/2025, which is the opening day of the following fall term of the Policyholder. Termination of each individual's insurance will be as outlined in the Master Policy.

For interscholastic sports which begin prior to the first day of school, coverage begins on the first day of the earliest practice, which is 8/4/2025. Coverage for each individual sport terminates at the end of its season, as determined by the State High School Athletic Association.

☐ **FOOTBALL ONLY ACCIDENT COVERAGE** ☒ **IN EFFECT** ☐ **NOT IN EFFECT**

Interscholastic Football Only Accident Coverage becomes effective on 8/4/2025 and terminates at the end of its season, as determined by the State High School Athletic Association. Spring Practice begins on [redacted] Each individual's football coverage shall become effective on the date the premium is paid, provided the Company receives the name and premium in an envelope postmarked not later than three days after coverage is to be effective. In the event that the name and premium are received at a later date, coverage shall be effective on the day after the date of postmark.

It is understood and agreed that Interscholastic Football Only Accident Coverage will be null and void unless Student Accident Coverage is offered by the school authorities to all students in all schools of the Policyholder.

The Student Accident Insurance Policy will cover those studentswho pay the required premium as shown below:

COVERAGE	GRADES	PREMIUMS	COVERAGE	GRADES	PREMIUMS
24-Hour	PK-12	$180.00/$365.00	Football	9-12	$250.00/$500.00
School-Tim	PK-8	$50.00/$100.00			
School-Time	9-12	$75.00/$150.00			

It is agreed that any claim form presented by the Policyholder will certify that the claimant was actually injured while attending, playing, or practicing, or attending school as a student of the Policyholder.

The following notices are applicable where stated:

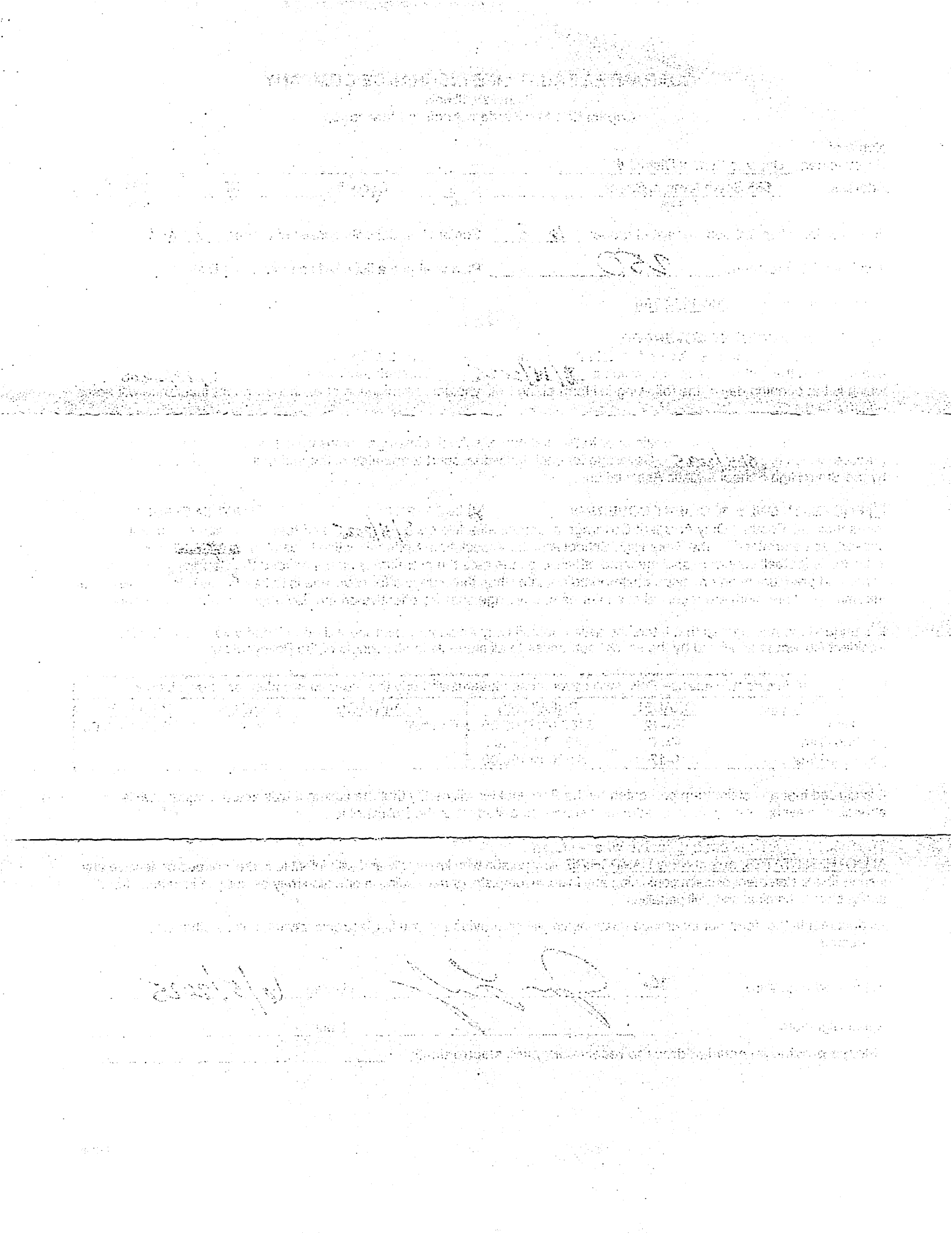
ALL OTHER STATES, except NEW HAMPSHIRE: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete, or misleading information may be guilty of insurance fraud and subject to criminal and civil penalties.

All documents that form our insurance relationship will be provided to you in electronic format, unless otherwise requested.

Authorized Signature: X _____ Date: 6/5/2025

Agent Signature: _____ Date: _____

Please provide an email address to receive supplies electronically: _____



5015
Protection of Pupil Rights

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

1. Surveys

a. Surveys Created by a Third Party

i. This section applies to every survey:

(1) that is created by a person or entity other than a district staff member or student;

(2) regardless of whether the student answering the questions can be identified; and

(3) regardless of the subject matter of the questions

ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.

b. Surveys Requesting Particular Sensitive Information

i. Sensitive information shall include:

(1) Political affiliations or beliefs of the student or the student's parent(s);

(2) Mental or psychological problems of the student or the student's family;

(3) Sexual behavior or attitudes;

(4) Illegal, anti-social, self-incriminating, or demeaning behavior;

(5) Critical appraisals of other individuals with whom respondents have close family relationships;

(6) Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;

(7) Religious practices, affiliations, or beliefs of the student or student's parent(s); or

(8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.

ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.

iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the

written consent of a student's parent(s) before the student participates in the survey.

iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.

v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.

c. Survey Inspection Requests

i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.

ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.

iii. The principal shall respond to survey inspection requests without delay.

d. The district will also comply with any survey requirements found in the district's policy on Parent Involvement in Education Practices.

2. Invasive Physical Examinations

a. The term "invasive physical examination" means:

i. any medical examination that involves the exposure of private body parts; or

ii. any act during such examination that includes incision, insertion, or injection into the body; and

iii. does not include a hearing, vision, or scoliosis screening.

b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:

i. required as a condition of attendance;

ii. administered by the school and scheduled by the school in advance; and

iii. not necessary to protect the immediate health and safety of the student, or of other students.

c. This policy does not apply to any physical examination or screening that:

i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;

ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq*.)
iii. is otherwise authorized by Board policy.

3. Collection of Personal Information from Students for Marketing

a. The term "personal information" means individually identifiable information including:
   i. student's and parent(s)' first and last name;
   ii. home or other physical address;
   iii. telephone number; and/or
   iv. social security number.
b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
   i. post-secondary education recruitment;
   ii. military recruitment;
   iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
   iv. student recognition programs.

4. Inspection of Instructional Material

a. Definition
   i. The term "instructional materials" means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
   ii. The term does not include academic tests or academic assessments.
b. Parents may inspect, upon their request, any instructional material used as part of their child's education curriculum.
c. Curriculum inspection requests must be made to the building principal in writing.
d. Building principals shall respond to inspection requests within a reasonable amount of time.

5. Notification of Rights and Procedures

a. The superintendent shall notify parents of:
    i. this policy and its availability upon request from the office of the district;
    ii. how to opt their child out of participation in activities as provided for in this policy;
    iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
    iv. how to request access to any survey or other material described in this policy.
b. This notification shall be given to parents as least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

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

5018
Parent Involvement in Education Practices

For purposes of this policy, "parent" includes a parent, guardian, or educational decisionmaker (a person designated or ordered by a court to make educational decisions on behalf of a student).

The school district recognizes the importance of parental involvement in the education of their children. To the extent practicable, the school district will make a reasonable effort to make any learning materials, including original materials, available for inspection by a parent upon request.

The school district will take the following steps to ensure that the rights of parents to participate in the education of their children are preserved.

1. Parents will be provided access to textbooks, tests, activities information; digital materials; websites or applications used for learning; training materials for teachers, administrators, and staff; procedures for the review and approval of training materials, learning materials, and activities; and other curriculum materials ("curricular materials") as follows:

    a. A parental request to review specific curricular materials (written, visual, or audio) should be made to the principal of the building where the curricular materials are used.
    b. The building principal will assess the request and determine the allowable volume and time frame of the review to prevent disruption to the efficient operations of the district.
    c. The purpose of this provision is to allow reasonable access to the extent practicable. Individuals who make requests (a) for the purpose of adding staff burden; (b) at an unreasonable frequency or volume; or (c) for purposes inconsistent with the efficient operations of the district may be denied access to materials.
    d. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.

    a. Parents are invited to make appointments with the building principal to visit classes, assemblies, and other instructional activities. The principal shall give permission after determining that parental observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

    b. Parents may contact the building principal to request permission to attend counseling sessions in which their child is involved.

3. Parents may request that their children be excused from testing (except as provided below), classroom instruction, learning materials, activities, guest speaker events, and other school experiences ("school events") that parents find objectionable.

    a. Parents must submit this request in writing to the building principal for consideration.

    b. Building principals may excuse a student from any school events at the parent's written request if, in the principal's professional judgment, excusal from the activity would not result in diminution of the student's educational experience.

    c. When the building principal determines it appropriate, alternative experiences may be provided for the student by the school.

4. Parents will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.

5. Parents will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.

6. Parents will be informed of the circumstances under which they may opt-out of state and federal assessments.

   a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

   b. State Assessments

      State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot "approve" the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

   c. National Assessment of Educational Progress

      As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

      The District shall provide parents of eligible students with reasonable notice prior to the exam being administered. Parents wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents will be notified of their right to remove their children from surveys prior to district participation in surveys.

   a. The principal must approve all surveys intended to gather information from students before they are administered to students.

b. Students' participation in surveys is voluntary. Parents may restrict their child from participating in any survey.

c. If the school administers (1) a survey requesting that students provide sexual information, mental health information, medical information, information on health-risk behaviors, religious information, information of political affiliation, or any other information that the school board deems to be sensitive in nature or (2) a non-anonymous survey requesting students provide information relating to drug, vape, alcohol, or tobacco use, the school district shall, at least fifteen days prior to the administration of the survey, notify parents, guardians, and educational decisionmakers of students that are to receive such survey. The notice will be made through the school's electronic notification system or by physical mail to the address on file for the student. The notice will describe the nature and types of questions included in the survey, the purposes and age-appropriateness of the survey, how information collected by the survey will be used, who will have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results of such survey will be disclosed.

d. Parents have the right to: (1) request that a copy of the survey be sent through the school's electronic notification system or physical mail to the address on file for the student, (2) review the survey in person at the school, and (3) exempt their child from participating in the survey.

e. Unless required by federal or state law or regulation, school personnel administering any survey shall not disclose personally identifiable information of a child.

f. No survey requesting sexual information of a student shall be administered to any student in kindergarten through grade six.

g. The district will also comply with any survey requirements found in the district's policy on Protection of Pupil Rights.

8. The district will make this policy accessible by a prominently displayed link on its public website. Any amended policy will be made accessible within a reasonable time of its amendment.

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

1002
Creation, Amendment and Distribution of Policies

Each of these policies shall become the official policy of the school district when the board has approved it by majority vote of the members present at any lawfully convened meeting of the board.

It shall generally be the practice of the board to adopt or amend any policy after a single reading at any regular or special board meeting. However, the board may, in its discretion, review policies at multiple meetings prior to taking action.

~~Each policy shall bear the date when it was adopted, revised or reviewed.~~

The superintendent shall ~~distribute copies of these policies to all members of the board, maintain a master copy in the central office, and see to it that the policies are maintained on the school district's web site~~maintain an official copy of the board's policies, which may be in paper copy in the central office or on the district's website or electronic board meeting site. For any policies with specific review, hearing, or posting requirements, the superintendent will ensure those obligations are completed. The superintendent will also ensure all board members have access to a copy of the district's policies.

~~**Annual Review**~~

~~The board shall review all policies at least once every three years. Nebraska statutes require an annual review and/or hearing to solicit public comment on these specific policies:~~

~~Parental Involvement Policy~~

~~Title I Parental Involvement Policy~~

~~(NOTE: These first two are distinct parental involvement policies, and both must be reviewed annually.)~~

~~Student Fees Policy~~

~~Bullying~~

~~Multicultural Education~~

~~Student Assessment~~

~~Teacher Evaluation~~

~~Student Academic Performance~~

~~Safety and Security Committee~~

~~Attendance and Excessive Absenteeism~~

~~The board may update or add policies as needed. The board shall determine the number of copies of policies to be made and their distribution. The superintendent shall maintain an up-to-date master copy of the policies in the main administrative office. Unless otherwise directed by the board, the master copy shall be considered the official district policy manual.~~

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

2006
Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

~~A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred~~Under this policy, factual conclusions will be based on a preponderance of the evidence.

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.

2. The second step is for the complainant to speak to the building principal, coordinator, superintendent, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.

    a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.

b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.

c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may be submitted to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.

3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:

a) Determine whether the complainant has discussed the matter with the respondent.

1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.

2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

b) Strongly encourage the complainant to reduce his or her concerns to writing.

c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:

1) All relevant details of the complaint;

2) All witnesses and documents which the complainant believes support the complaint;

3) The action or solution which the complainant seeks.

d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.

4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. ~~This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.~~

a) The appeal must be in writing.

b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.

c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.

d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the

complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve allegations against the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

   a) When the complaint is about a board policy, not implementation of the policy;
   b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
   c) When the board is required by law, policy, or contract to hear a complaint or appeal.

   If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

   d) This appeal must be in writing.

   e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated the decision to the complainant.

   f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint or appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.

   g) The board president will notify the complainant and any other person legally required to receive the decision in

writing of the decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.

h) There is no appeal from any decision of the board unless authorized by law.

6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:

a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.

b) Determine whether the complainant has discussed the matter with the superintendent.

1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.

2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.

d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

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

Special Rules Regarding Educational Services and Related Services to Students with Disabilities. Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

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

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide

the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

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

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

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

3003
Bidding for Construction, Remodeling, Repair, or Site Improvement

I. Applicability of this policy.

Construction and contracts undertaken with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Construction with Federal Funds, which is found elsewhere in this section.

This policy applies to all other purchases and contracts made by the school district for construction, remodeling, repair and other site improvements.

II. Projects with an Estimated Cost of Less than $109,000

A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than $109,000.
B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than $109,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project

exceeds $109,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds $144,000 ~~$118,000.~~

C. Advertising for Bids

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

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

D. Bid Documents

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

2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.

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

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

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

6. Sealed bids will be opened in a place and at the specific time

stated in the bid form. Bidders shall be notified of the opening and invited to be present.

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

E. Any or all bids may be rejected if there is a sound documented reason

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

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

3004.1
Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

B. Methods of Purchasing

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. **Purchases up to $10,000 (Micro-Purchases)**

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

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. **Purchases between $10,000 and $250,000 (Simplified Acquisition Procedures)**

Simplified acquisitions are purchases that, in the aggregate amount, are more than $10,000 and less than $250,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. **Purchases Over $250,000**

a) Sealed Bids (Formal Advertising)

For purchases over $250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement. If sealed bids are not accepted for a purchase of over $250,000, the district will retain an explanation for that decision.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of $250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. **Noncompetitive Proposals (Sole Sourcing)**

a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1) The procurement transaction can only be fulfilled by a single source;

2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or

4) After solicitation of a number of sources, competition is determined inadequate.

b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.

c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds $250,000.

5. **Competitive Proposals.**

a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered;

2) Proposals must be solicited from an adequate number of qualified sources; and

3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used to procure A/E professional services. The method may not be used to purchase other services provided by A/E firms are a potential source to perform the proposed effort.

c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

C. Use of Purchase (Debit & Credit) Cards

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

D. Federal Procurement System Standards

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

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

An employee, officer, agent, and board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of $25 or less.

D. Enforcement

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, board members, or agents of the District.

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or $10,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the

capitalization level established by the District for financial statement purposes or $10,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

    a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and

    b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

C. Inventory Records

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;

4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. The District will notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the

property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current fair market value of $10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity. The Superintendent or his/her designee will utilize sales procedures which ensure the highest possible return on the disposal of the equipment.

I. Equipment Retention

When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the recipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

J. Equipment and Capital Expenditures

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

K. Depreciation

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

L. Reporting and Recording Federal Property Interest

The district will comply with federal interest reporting and submit annual reports, if required, regarding a real property interest due to a renovation, major remodeling, construction, or real property project funded by federal grant funds.

V. Financial Management

A. Identification

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes. The District takes reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to $500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part 200, Subpart E. The Superintendent or his/her designee must consider these factors when making an allowability determination.

Commented [1]: 2 CFR Part 200, Subpart E

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior

approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

I. Cost Sharing or Matching

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

(1) Are verifiable from the non-Federal entity's records;
(2) Are not included as contributions for any other Federal award;
(3) Are necessary and reasonable for accomplishment of project or program objectives;
(4) Are allowable under subpart E (Cost Principles) of this part;
(5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
(6) Are provided for in the approved budget when required by the Federal awarding agency; and
(7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VI. Written Compensation Policies

A. Time and Effort Standards

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local

funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

(1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
(2) Be incorporated into official records;
(3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
(4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
(5) Comply with the established accounting policies and practices of the District and
(6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

C. Fringe Benefits

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

D. Leave

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

E. Unexpected or Extraordinary Circumstances

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

F. Documentation for Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

Buy American. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).
The District may deviate from this general requirement only if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

C. Record Keeping

1. Record Retention

    a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to

facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

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

3023
Record Management and Retention

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

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

~~Option 1 - use if the district uses subscription Google Apps but has not activated Vault: Due to the nature and volume of forms of electronic communication related to the operation of the district, transitory or multiple copies of electronic communication will be retained with metadata intact for 30 days. After this time, the electronically stored information with metadata intact shall be subject to overwriting or deletion from the district's electronic files and records, except as otherwise required by these polices or state and federal law.~~

Option 2 – use if the district has a Subscription to Google Apps with Vault activated: The district will archive all Google Apps data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator or other designated individual will be able to retrieve electronic communication and other electronically stored information which has been vaulted.

~~Option 3 – use if the district uses Office 365: Office 365 allows your system administrator to tailor complete data retention policies for data and communications inclusive of the Office 365 sphere. You will need to check with your system administrator to see how he or she has set the retention for~~

~~electronically stored information. If the system administrator has selected the minimum retention options, you can adopt Option 1 above and if the system administrator has selected complete retention, you can adopt the following: The district will archive all Office 365 data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator will be able to retrieve electronic communication which has been deleted.~~

~~Option 4 – use if the district does not use a hosted e-mail service: The district's data storage capacity is limited. Therefore, electronic communication will only be retained on District resources in its original form with its metadata intact for a period of 60 days from the date the electronic communication is created.~~

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

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

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

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

Federal Award Records. The district will retain federal award records as required by 2 C.F.R. § 200.334. This includes retaining all federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the district will retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records.

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

3026
Handbooks

The school district's handbooks for students and staff are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. The district's handbooks are an extension of these policies and have the force and effect of board policy when approved by the board of education. Although the board ~~board of education~~ may ~~take action to~~ approve the handbooks annually, the administration has the authority to change the contents of any handbook without board approval so long as the changes are consistent with board policy.

The administration may provide only the amendment to the individuals affected by the change without providing them with the full handbook unless required by law.

None of the district's handbooks creates a "contract" between the school district, staff members, parents or students.

If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

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

3036
Purchasing (Credit) Card Program

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board will determine the type of purchasing card or cards to be used in the program and may contract with a third-party provider as provided by law.

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses. and [insert other standing authorized expenditures]. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is $[insert amount].

Unauthorized Purchases. In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

Authorized Users. Individuals holding the following titles may be assigned an individual purchasing card: . Superintendent, Principal, Activities Director. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school may also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

Documentation. Employees seeking reimbursement for making a purchasing card purchase must submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt must include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 7 years or as otherwise required by Schedule 10 – Local School Districts or Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees must maintain copies of any documentation submitted to the school district.

Suspension or Termination of Privileges. The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account must be immediately closed and he or she must return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase must reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

Reward Points or Rebates. Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

Purchase Review Procedures. The superintendent, or his or her designee, and ~~_____~~ the Business Manager will conduct independent reviews of credit card expenses, or a sample thereof, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy will be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee will provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase must be addressed as provided in this policy or as otherwise allowed by law.

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

3043
Design-Build Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

~~The board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.~~

I. **Definitions.** For purposes of this policy:

A. **Act** means the Nebraska Political Subdivisions Construction Alternatives Act.

~~A.~~B. **Board** means the District's Board of Education.

~~B.~~C. **Department** means the Nebraska Department of Education.

~~C.~~D. **Design-Build Contract** (~~DB~~D-B Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the ~~Nebraska Political Subdivisions Construction Alternatives Act (Act)~~Act and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.

~~D.~~E. **Design-Builder** means ~~a~~the legal entity which proposes to enter into a ~~DB~~D-B Contract which is subject to qualification-based selection pursuant to the Act.

~~E.~~F. **District** means _____ Public Schools.

G. **Letter of Interest** means a statement indicating interest to enter into a D-B Contract for a project pursuant to the Act.

~~F.~~H. **NEARA** means the Nebraska Engineers and Architects Regulation Act.

~~G.~~I. **Performance-Criteria Developer** (PCD) means any person licensed or any organization issued a certificate of authorization to

practice architecture or engineering pursuant to the NEARA who is selected by the District ~~pursuant to this policy~~ to assist the District in the development of Project Performance Criteria, Requests ~~For~~for Proposals, evaluation of Proposals, evaluation of the construction under a ~~DB~~D-B Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.

~~H.~~J. **Project Performance Criteria** means the performance requirements of the project suitable to allow the Design-Builder to make a ~~Proposal~~proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm ~~weather~~water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

~~I.~~K. **Proposal** means an offer in response to a Request ~~For~~for Proposals ~~("~~(RFP~~")~~) by a Design-Builder to enter into a ~~DB~~D-B Contract for a project pursuant to the Act.

L. **Qualification-based selection process** means a process of selecting a design-builder based first on the qualifications of the design-builder and then on the design-builder's proposed approach to the design and construction of the project;

M. **Request for letters of interest** means the documentation or publication by which the District solicits letters of interest;

~~1. **Act** means the Nebraska Political Subdivisions Construction Alternatives Act.~~

~~J.~~N. ~~**Request for Proposals** (RFP) means the documentation by which the District solicits Proposals.~~**e**

~~K.~~O. **Superintendent** means the District's Superintendent of Schools, or his or her designee.

~~**Procedures.** The District shall follow the procedures below in connection with any DB Contract.~~

II. ~~**Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.**~~ **Resolution to Select Design-Build.** The Board shall

adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps described below.

A. For a project, in whole or in part, for water, wastewater, utility, or sewer construction, the resolution shall include a statement that the District has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

III. Selecting and Hiring a Performance-Criteria Developer (PCD)

A. **Selecting the Most Qualified PCD for Contract Negotiations.** The required procedures for selecting the most qualified PCD for contract negotiations differ depending on the magnitude of the District's estimate of the project's basic construction cost, as described in this section A.

Project Cost $896,000 and Below. For a project whose basic construction cost is estimated by the

1. ~~The~~ District to be $896,000 or less, the District will use the following procedures for identifying the most qualified PCD:

   a. The ~~shall~~ Superintendent will solicit statements of qualification from potential PCDs. Such solicitation shall include a general description of the project and shall indicate how interested individuals or firms can apply for consideration by the District. The Superintendent may, but is not required to, give public notice of such solicitation.

   b. Based on the statements of qualifications and any other relevant information that the Superintendent receives, the Superintendent shall make a finding identifying the applicant most qualified to serve as the PCD for the project based on the applicant's capabilities to perform, adequacy of personnel, past record and performance, experience, and such other factors as may be determined by the Superintendent to be applicable to the District's particular requirements for the project.

   c. Following such finding, the Superintendent shall recommend to the Board that it negotiate a contract with the applicant so identified.

2. **Project Cost in Excess of $896,000.** For a project whose basic construction cost is estimated by the District to exceed $896,000,

the District will use the following procedures for identifying the most qualified PCD:

a. The District will encourage ~~eligible persons~~individuals or ~~organizations~~firms who desire to provide professional services to the District as ~~a~~its PCD for the project to submit a statement of qualifications ~~and performance data to the District.~~ . At least ~~thirty~~fifteen (15) days prior to ~~selecting and hiring a PCD~~the deadline to respond, the District ~~shall~~will publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:

   i. A general description of the ~~Design-Build~~ project; ~~Directions regarding how~~
   ii. How interested ~~persons or organizations~~firms can apply for consideration by the District; and
   iii. The date by which ~~persons~~individuals or ~~organizations~~firms must submit their ~~applications~~statements of qualifications; and
   iv. A statement that any ~~person~~individual or ~~organization~~firm applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.

b. To apply to be the District's PCD, applicants must submit a current statement of qualifications ~~and performance data~~ to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.

c. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; ~~experience;~~ equipment and facilities; promptness~~, and~~; the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are

found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it ~~strictly~~ in accordance with its terms ~~capabilities to perform~~.

d. The Board ~~shall~~will evaluate each qualified applicant's ~~current~~ statement of qualifications and ~~performance data.~~any other relevant the District has received. The Board ~~shall~~will conduct discussions with, and may require public presentations by ~~no less than~~, at least three applicants regarding their qualifications, approach to the project, and ability to furnish the required service~~, and other factors identified above~~.

e. The Board ~~shall~~will select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors ~~outlined~~identified above.

~~L.~~B. **Negotiating a Contract with the PCD.** The Board shall negotiate a contract with the most qualified applicant (identified via the procedures above) for professional services at compensation that the Board determines is fair and reasonable. In making such determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

Prohibition Against Contingent Fees. The contract between the District and the PCD must

~~A. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The~~

~~Board shall then undertake negotiations with the third most qualified applicant.~~

~~B. it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.~~

~~M.~~C. ~~The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.~~

~~C. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.~~

1. ~~The contract between the District and the PCD shall~~ contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

D. **Effect of Unsuccessful Negotiations**

1. If the Board is unable to negotiate a satisfactory contract with the applicant to be the most qualified at a price the Board determines to be fair and reasonable, negotiations with that applicant shall be formally terminated. The Board shall then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified firm, the Board shall terminate negotiations with such applicant. The Board shall then undertake negotiations with the third most qualified applicant.

If the Board is unable to negotiate a satisfactory contract with any of the selected applicants,

2. the Board shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

~~N.~~E. **Board-Designated Committee.** The Board may may designate a committee to carry out any or all of the Board's duties under this PCD selection and hiring section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

F. **Open Meetings Act.** The public shall not be excluded from the meetings or proceedings under this section in accordance with the Open Meetings Act.

~~O.~~G. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as ~~a~~ PCD.

~~A~~

~~P.~~H. The PCD ~~may not be~~is prohibited from being employed by or ~~may not have a~~having any financial or other interest in a Design-Builder that will submit a ~~Proposal~~proposal.

~~**Procedures and standards to be used to prequalify**~~

~~II.~~IV. **Pre-Qualifying Design-Builders~~.~~

A. **Letters of Interest.** The District~~, with the help of the PCD,~~ shall prepare a request for ~~letters~~Letters of ~~interest. The~~ Interest, which request ~~for letters of interest~~ shall:

1. Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest~~;~~.
2. Be published in a newspaper of general circulation within the District at least thirty (30) days prior to the deadline for receiving letters of interest; and
3. Be sent by first-class mail to any Design-Builder upon request.

B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-

Builders based on the information submitted to the District in response to the request for letters of interest.

C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.

D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; ~~experience;~~ equipment and facilities; promptness~~, and~~; the quality of work previously done ~~by applicant~~; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the ~~applicant~~Design-Builder could perform it ~~strictly~~ in accordance with its terms ~~capabilities to perform~~.

~~**Procedures**~~

~~**2.**~~ **Preparing Requests for ~~the preparation and content of RFPs.~~**

~~III.~~V. **Proposals (RFP).** The District, with the ~~help~~assistance of the PCD, ~~shall~~will prepare the RFP, which shall contain:

A. The identity of the ~~school district~~ District for which the project will be built and the District that will execute the ~~Design-Build Contract;~~ design-build contract;

B. A copy of this Design-Build ~~Contract~~Contact Policy and all other policies ~~adopted by the District relating~~related to the ~~DB~~D-B Contract;

C. The proposed terms and conditions of the ~~DB~~D-B Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;

D. A project statement which contains information about the scope and nature of the project;

E. Project Performance Criteria;

F. Budget parameters for the project;

G. Any bonds ~~or~~and insurance required by law or as may be additionally required by the District;

H. The criteria for evaluation of Proposals and the relative weight of each criterion;

I. A requirement that the Design-Builder provide a written statement of ~~its~~the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;

J. A requirement that the Design-Builder agree to the following conditions:

1. ~~(i)~~ An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;

2. ~~(ii)~~At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;

3. ~~(iii)~~ The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;

4. ~~(iv)~~ A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will~~:~~ (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and

5. ~~(v)~~ The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the ~~Act~~NEARA; and

K. Other information which the District chooses to require.

~~IV.~~VI. **Notice of RFP.** At least thirty (30) days prior to the deadline for receiving and opening ~~Proposals~~proposals, the ~~notice of the RFP~~District shall cause a Notice of RFP to be:

A. Published in a newspaper of general circulation within the District;

B. Filed with the Department; and

C. Sent ~~by first-class mail~~directly to the prequalified Design-Builders only.

~~V.~~VII. ~~Procedures for preparing~~ Preparing and ~~submitting~~Submitting Proposals~~.~~

A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.

B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.

C. Proposals may be withdrawn at any time prior to acceptance.

D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

~~VI.~~VIII. ~~Procedures for evaluating~~ Evaluating Proposals~~.~~

A. The District may only proceed to negotiate and enter into a ~~DB~~D-B Contract if there are at least two proposals from prequalified Design-Builders.e

B. The ~~District~~Board shall ~~refer the proposals for recommendation to~~ designate members of a selection committee~~. The selection committee~~, which shall ~~be a group of~~include at least five persons ~~designated by the District.~~. Members of the selection committee ~~shall~~must include ~~(1):~~

1. One or more members of the ~~school board, (2)~~Board;
2. One or more members of the ~~school~~District's administration or staff~~,~~ ~~(3) the school's architect or engineer (4) any~~;
3. The PCD;
4. Any person having special expertise relevant to selection of a ~~design-builder~~Design-Builder or construction manager under the Act~~,~~; and ~~(5) a~~
5. A resident of the District other than an individual included in subdivisions (1) through (4) of this subsection.

A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a ~~design-builder~~Design-Builder who has a

~~proposal~~Proposal being evaluated and shall not be employed by the District or the ~~school's architect or engineer~~PCD.

C. The District shall refer the Proposals for recommendation to the selection committee.

~~B.~~D. The selection committee and the District shall evaluate ~~proposals~~Proposals taking into consideration the criteria enumerated in ~~subdivisions~~subsections (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

1. ~~(1)~~ The financial resources of the design-builder to complete the project **(up to ten percent)**; 10
2. ~~(2)~~ The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**; 15
3. ~~(3)~~ The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**; 20
4. ~~(4)~~ The quality of performance on previous projects **(up to thirty percent)**; 20
5. ~~(5)~~ The ability of the design-builder to perform within the time specified **(up to thirty percent)**; 20
6. ~~(6)~~ The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; 5 and
7. ~~(7)~~ Such other information as may be secured having a bearing on the selection **(up to twenty percent)**. 10

NOTE TO BE DELETED: The percentages listed above must be modified so that they add up to 100%. This can be done directly in the policy, at the time the school board designates the Design-Build method for a specific project, or at a later time but before the RFP is published and sent out.

~~C.~~E. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

~~D.~~F. ~~D.~~ The District shall then evaluate and rank each ~~proposal~~Proposal on the basis of best meeting the criteria in the ~~request~~

~~for proposals~~RFP and taking into consideration the recommendation of the selection committee.

~~**3. Procedures for Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.**~~

IX. Negotiating a Design-Build Contract

~~E.~~A. The District may attempt to negotiate a ~~DB~~D-B Contract with the highest ranked Design-Builder selected by the ~~Board~~District and may enter into a ~~DB Contract~~Design-Build contract after negotiations.

~~F.~~B. The negotiations shall include a final determination of the manner by which the ~~design-builder~~Design-Builder selects a subcontractor~~.~~

~~G.~~C. If the District is unable to negotiate a satisfactory ~~DB~~D-B Contract with the highest ranked Design-Builder, ~~it~~the District may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a ~~DB~~D-B Contract ~~with that Design-Builder~~ after negotiations.

~~H.~~D. If the District is unable to negotiate a satisfactory ~~DB Contract~~contract with the second highest ranked Design-Builder, ~~it may terminate negotiations with that Design-Builder. The~~ the District may ~~then~~ undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a ~~DB~~D-B Contract ~~with that Design-Builder~~ after negotiations.

~~I.~~E. If the District is unable to negotiate a satisfactory ~~DB Contract~~contract with any of the ranked Design-Builders, ~~it~~the District may either revise the RFP and solicit new ~~Proposals~~proposals or cancel the ~~design-build~~Design-Build process~~.~~ under the Act.

~~J.~~F. If the District is able to negotiate a satisfactory ~~contract~~D-B Contract with a ~~design-builder~~Design-Builder, the District shall file a copy of all ~~design-build contract~~ D-B Contract documents with the ~~State~~ Department ~~of Education~~ within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the ~~design-builder~~ Design-Builder shall file a copy of all contract modifications and change orders with the ~~State~~ Department ~~of Education~~.

~~VII.~~X. Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of ~~DB~~D-B Contracts~~.~~

~~A. Definitions.~~

A. **Definitions**. For this section on "Formal Protests Related to the Solicitation of Execution of D-B Contracts" the following definitions apply:

1. **Interested party** shall mean an actual or prospective ~~bidder~~Design-Builder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective ~~bidder~~Design-Builder.
2. **Protest** shall mean a written objection by an interested party on any phase of the bidding procurement process, including specification, preparation, ~~bid solicitation~~performance criteria development, RFP, pre-qualification, ranking, contract negotiations, and ~~intent to~~ award.

B. **Right to Protest**. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after ~~public notice of~~ the ~~bid.~~event giving rise to the protest. Protests based on alleged apparent improprieties in a solicitation or other request for ~~proposals~~Proposals must be filed before ~~bid~~Proposal opening or the ~~closing date~~deadline for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the ~~design-builder.~~Design-Builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

1. The name and address of the interested party;
2. Appropriate identification of the relevant solicitation, and if a ~~bid~~Proposal has been opened, its number, and date of opening;
3. A detailed statement of reasons for the protest;
4. Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
5. The action(s) the protestor desires the ~~school district~~District to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the

contract should be suspended. The ~~school district~~District shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

C. ~~C.~~ **Authority to Resolve Protests**. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other ~~bidders.~~Design-Builders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. ~~D.~~ **Board Appeal Procedures**. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. ~~The school district board of education~~The Board shall consider the Decision of the Superintendent and shall make the final decision on the protest. ~~The school district board of education's~~The Board's decision shall be final.

~~VIII.~~XI. **Refinements and Changes**. A ~~DB~~D-B Contract may be conditioned upon later refinements in scope and price and may permit the District~~,~~ in agreement with the Design-Builder~~,~~ to make changes in the project without invalidating the ~~DB~~D-B Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

XII. **Adherence to Performance Criteria**. Throughout the project, the PCD shall remain engaged on the project and shall be responsible for monitoring the Design-Builder's adherence to the Performance Criteria in the

Design-Builder's performance of the D-B Contract. Upon PCD's observation that the Design-Builder's performance of the D-B Contract has or is reasonably likely to materially diverge from the Performance Criteria, the PCD shall promptly notify the District of such observation and the basis for the same.

~~IX.~~XIII. **Projects Excluded**. The District shall not use a ~~design-build contract~~Design-Build Contract for any construction project excluded by NEB. REV. STAT. ~~———~~§ 13-2914 or any other applicable law.

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

3047
Data Breach Response

I. Preparation

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

A. Data Governance

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

1. Computing devices purchased by the district,

2. Software that is installed on district devices,

~~2.~~3. Approved vendors/contractors that have access to personal information or personally identifiable information,

~~3.~~4. Staff members with access to district devices,

~~4.~~5. Staff members with active usernames and passwords for any district software.

B. New Devices and Software

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

II. Incident Response Plan

A. Assessment and Investigation

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.

~~1.~~2. The District will contact its cyber or relevant data breach insurance provider ~~-~~in the event of a suspected breach.

~~2.~~3. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that personal information has been or will be used for an unauthorized purpose.

~~3.~~4. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

B. Notification of Effected Individuals

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.

2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

C. Notification of Law Enforcement and Outside Organizations

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.

2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.

3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

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

3057
Title IX Policy

As required by Title IX of the Education Amendments of 1972, it is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report must be made by any means to the district's Title IX Coordinator whose contact information can be found on the district's website and in the district's student and staff handbooks. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

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

4051
Staff and District Social Media Use

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

I. Personal Versus School-Affiliated Social Media Use

A. Personal Social Media Use

1. The school district will not require staff members or applicants for employment to provide the district with their username and password to personal social media accounts.

2. The district will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.

3. Staff members whose personal social media use interferes with the orderly operation of the school or who use social media in ways that are not protected by the First Amendment may be subject to discipline by the district.

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

B. School-Affiliated Social Media Use

1. Any social media account which purports to be "the official" account of the school district (e.g., "Bulldog Wrestling"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district's business purpose. Staff members may not use "official" accounts for personal use.

2. Staff ~~may be~~are required to provide their supervising administrator with the username and password to school-affiliated social media accounts.

3. Staff may be required to interact with specified individuals on school-affiliated social media accounts.

4. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections. They are also not allowed to make any press releases or other official communications on behalf of the district without prior administrative approval. In other words, staff do not speak "for the district" directly or indirectly unless specifically authorized and directed to do so.

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

A. General Use and Conditions

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

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

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

B. Acceptable Use

~~1. Staff may use social media for instructional purposes.~~

~~2.~~1. Staff may use social media for school-related communication with fellow educators, ~~students,~~ parents, and patrons. Student communication must be consistent with the district's professional boundaries policies and expectations.

~~3.~~2. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter. This includes spotting AI-generated content, fakes, spoofs, and discerning the quality and reliability of content.

C. Unacceptable Use

1. Staff shall ~~not~~ never access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.

2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.

3. Staff shall not access social media networking sites such as Facebook, ~~Twitter~~X, ~~and~~ Instagram, Snapchat, and TikTok on school-owned devices or during school time unless ~~such access is for an educational activity which has been preapproved by the staff member's immediate supervisor~~permitted by district policy or preapproved by the staff member's

immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

III. School-Affiliated Digital Content

A. General Use and Conditions for School-Affiliated Accounts

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

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

B. Moderation of Third Party Content

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

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

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

2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;

3. Contains fighting words or content that is threatening, harassing, or discriminatory ~~words or phrases~~;

~~3.~~4. Advocates, promotes, or encourages the use of drugs, alcohol, or other prohibited substances;

~~4.~~5. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or

~~5.~~6. Contains any other threat to the safety of students and staff.

The district may restrict access to its official accounts for violations of these rules, such as deleting comments or prohibiting comments. Accounts that are not official school accounts are those owned and operated by board members and employees for their personal use, even if they discuss school matters.

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

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

4057
Superintendent Evaluation

The board shall observe and evaluate the superintendent based upon actual classroom observations for an entire instructional period at least twice during his first year of employment and at least once each year thereafter. Additional evaluations may be conducted at the discretion of the board. For the purposes of this policy, "actual classroom observation" shall mean observing the superintendent performing activities that are typical of his or her position. An "entire instructional period" for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of some aspect of the superintendent's work during the semester for no less than 40 minutes.

Purpose. The purposes of the formal job evaluation are:

1. To provide a means of rational, structured communication between the board and superintendent to create a more constructive and effective working relationship.
2. To provide a basis for commending, rewarding, and reinforcing good work, as well as identifying areas where the superintendent needs to improve.
3. To clarify the superintendent's role and inform the superintendent of the board's expectations.

Dates. Unless otherwise provided for in the superintendent's employment contract, the first year evaluations should take place (1) at or prior to the November board meeting, and (2) at or prior to the February board meeting. Annual evaluations shall generally take place ~~at a board meeting held~~ during the month before the date in the superintendent's employment contract by which the board must notify the superintendent of its intention to consider the nonrenewal or amendment of the contract. In the absence of such a contract provision, the annual evaluation should take place at or prior to the March board meeting. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and shall make his evaluation an agenda item for the board meeting.

Evaluation Document. The superintendent shall submit a recommended evaluation document to the board. The board shall meet and discuss the proposed document with the superintendent. The board may amend and adopt the proposed evaluation document. The board may amend the document or adopt a new document without amending this policy. The superintendent shall submit the evaluation document to the Nebraska Department of Education.

Evaluation Procedures. Each board member shall have the opportunity to complete a draft evaluation document. The board president shall compile the individual draft evaluations into a single and final evaluation, provide a copy to the superintendent, and discuss it with him or her. If the superintendent's evaluation is conducted at a board meeting, ~~T~~the superintendent's evaluation may be conducted in closed session if it is necessary to prevent needless injury to the superintendent's reputation and if he or she has not requested it be done in open session.

Deficiencies. If deficiencies are noted in the superintendent's work performance, the board shall provide the superintendent at the time of the observation with a list of deficiencies and a list of suggestions for improvement and assistance in overcoming the deficiencies. The board shall also provide the superintendent with follow-up evaluations and assistance when deficiencies remain, a timeline for improvement, and sufficient time to improve. In the alternative, the board may rely upon the superintendent's education, training, and expertise and require him or her to submit a "list of suggestions for improvement" or plan of improvement for the board's consideration.

Personnel File. The evaluation shall be signed by the board president (or other member of the board) and the superintendent. The superintendent shall place a copy of the evaluation in his or her personnel file. The superintendent may provide a written response to the evaluation to the board. A copy of the response shall also be placed in the superintendent's personnel file. The board may meet with the superintendent to discuss the written response.

Policy Limitation. The evaluation procedures are included in this policy as a result of the board's statutory obligation to evaluate the superintendent and do not give the superintendent any rights not provided by statute. The board's failure to comply with any procedures provided in this policy but not required by law shall not prohibit the board from taking any action regarding the superintendent's employment, up to and including the nonrenewal, amendment, or cancellation of the employment contract.

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

4059
Behavioral and Mental Health Training

All public school employees who interact with students and any other appropriate personnel are required to complete ~~at least one hour of~~ behavioral and mental health training with a focus on suicide awareness and prevention training every year. The training may include, but need not be limited to, topics such as identification of early warning signs and symptoms of behavioral and mental health issues in students, appropriate and effective responses for educators to student behavioral and mental health issues, trauma-informed care, and procedures for making students and parents and guardians aware of services and supports for behavioral and mental health issues.

The superintendent will determine the appropriate personnel required to receive the training. The training materials for this training must be included in the Nebraska Department of Education's list of approved training materials. The length of the training shall be a reasonable amount as determined by the school board.

These employees must complete the training designated by the school district or superintendent no later than October 31 of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

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

5001
Compulsory Attendance and Excessive Absenteeism

Required Attendance

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

Mandatory Attendance Age

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions

This policy does not apply when attendance is made impossible or impracticable by severe weather conditions or by the mental or physical illness of the student or a child whom the student is parenting.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing Enrollment – 5 Year Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a exe mpt school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending exempt schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

Excused Absences

The following absences will be considered excused if they are confirmed by communication to the school from the student's parent/guardian:

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
4. Death or serious illness of the student's family member

Commented [1]: This sample list is very liberal in what the school considers "excused." Schools that adopt this sample list will have very few students who accrue many "unexcused" absences. Boards may eliminate any of these categories of excused absence except for illness documented by a physician, suspension/expulsion and severe weather. Boards may also add additional requirements before an absence will be excused (e.g. require funeral card to verify family funeral, etc.)

5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits
9. Personal or family vacations

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer ~~will follow the attached procedure for addressing barriers to the student's attendance.~~ may send written notification of the student's total absences to the student's parent or guardian. When a student receives 10 unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and offer to meet with the student's parents or guardians to discuss any barriers to the student's attendance. When a student receives 15 unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and shall schedule a meeting with relevant stakeholders to discuss and address any barriers to the student's attendance, unless the Attendance Officer determines that such a meeting would not be productive in facilitating the student's regular attendance.

Commented [2]: The board may select any number of unexcused absences to trigger the notification and meeting requirements.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may~~/must~~ file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may~~/must~~ file a report with the appropriate county attorney.

~~**Making Up Absences (Optional – Remove or revise based on your District's practices.)**~~

~~When a student receives [X] unexcused absences or the hourly equivalent in any semester, the student shall be required to make up those absences~~

~~through attendance in [insert program]. Absences shall be made up at a rate of [insert rate.]~~

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

5016
Student Records

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

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

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

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when he or she has a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and use of PII from

student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

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

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

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

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

5031
Student Appearance

~~Any manner of dress, hair style, make up, cleanliness, or personal appearance that constitutes a threat to the safety, health, welfare, or morals of the student or others; violates any statute; interferes with the education process, or school officials can reasonably predict will interfere with the education process; or causes or may cause excessive maintenance problems in the school, may be grounds for corrective or disciplinary action. The superintendent or designee may institute specific dress code regulations in any school consistent with board policy.~~

General Regulations. The District prohibits student attire or appearance that:

- Causes or is likely to cause a material and substantial disruption to the District's programs and activities.
- Promotes, depicts, or refers to violence, drugs, alcohol, vulgarity, obscenity, illegal activity, hate speech, bullying speech, or harassing speech.
- Includes words, gestures, or images that contain or imply sexual content or innuendo.
- Otherwise undermines the District's mission to inculcate the habits, manners, and values fundamental to civility, community, and the educational environment.

The District reserves the right to request immediate attire changes from students. The District will require students to adhere to uniform standards and/or wear district approved or issued uniforms in order to participate in activities.

Altering a student's appearance or removing or altering a student's attire without consent from their parent/guardian/caregiver is not allowed. Additionally, students' hair should not be permanently or temporarily altered by school personnel.

Cultural and Religious Attire. Students are allowed to wear religious attire, adornments, and other attire associated with race, national origin or religion, or tribal regalia. Additionally, students are permitted to wear natural and protective hairstyles including but are not limited to braids,

locks, twists, tight coils or curls, cornrows, Bantu knots, afros, weaves, wigs, or head wraps.

Any person who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any public or private location where the person is otherwise authorized to be on school grounds or at any school function.

Health and Safety Considerations. Students may be required to wear protective clothing or equipment or otherwise modify their attire or secure their hair to ensure the safety of themselves and others. In such cases, a good faith effort to reasonably accommodate students will be made to ensure safety without compromising religious beliefs, grooming practices, or requiring students to permanently alter their appearance. The least restrictive means appropriate to address the identified health or safety concern shall be used.

Health and Safety Accommodation Process. If a health and safety standard accommodation is necessary, the District will:

1. Engage in a good-faith effort to reasonably accommodate the student and
2. Notify the student's parent or guardian of such an attempt to accommodate the student's appearance or any attire, tribal regalia, hairstyles, adornment, or other characteristic associated with race, national origin, or religion
3. Attempt to obtain consent from a student's parent or guardian prior to altering a student's appearance or removing or altering a student's attire, tribal regalia, hairstyle, adornment, or other characteristic associated with race, national origin, or religion.

Recordkeeping. The District will record efforts made to accommodate a student's appearance, attire, hairstyle, adornment, or other characteristics associated with race, religion, sex, disability, or national origin. Each record must include: the student's name; federally identified demographic characteristics; date of the occurrence; the health and safety standard relating to the accommodation; the nature of the accommodation requested; staff involved; communication with parents/guardians/caregivers, and; the outcome of the effort.

Enforcement. Violations of this policy shall be addressed in a manner consistent with the board's policies regarding student discipline.

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

6025
Student Cell Phone and Other Electronic Devices

Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy or as deemed appropriate by a student's education team.

Students may use cell phones or other electronic devices on school sidewalks and in the common areas of the school before and after school and during lunch so long as they do not create a distraction or a disruption and comply with all other policies and handbook provisions.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices when permitted by law and is deemed necessary.

Students may not have cell phones or electronic devices while they are in locker rooms, classrooms, or restrooms. During school hours student cell phones or electronic devices will be checked into the office or left in a personal vehicle.

Students are strictly prohibited from sending, sharing, viewing, or possessing pictures, text messages, emails or other material of a sexual nature in electronic or any other form on a computer, cell phone, or other electronic device while at school. Students who possess prohibited material on their cell phone or other electronic device while at school shall be subject to disciplinary consequences as articulated by the student handbook.

Students may not use cell phones or electronic communication devices while riding in school vehicles, including listening to music, unless they have permission to do so from the driver or other adult responsible for their supervision.

Students shall be personally and solely responsible for the security of their cell phones and electronic communication devices. The district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone. The district will take all possible precautions to secure the condition and safety of devices while in possession.

Students who violate this policy or other school rules will have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after discussing the rule violation with the student and parent or guardian. Students who violate this policy may, at the discretion of the school's

administration, be subject to additional discipline, up to and including suspension or expulsion.

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

6031
Emergency Exclusion

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

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

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

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

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

Notification of Student's Parent(s) or Guardian(s). The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing. The notice shall include notice of a recommended hearing examiner and an alternate hearing examiner for consideration by the parent(s) or guardian(s) if a hearing is requested.

Opportunity to Request a Hearing. The student's parent(s) or guardian(s) may submit a request for a hearing on the proposed extension of the exclusion within one school day of receiving the notice of the proposed extension.

Failure to Request a Hearing. If the parent(s) or guardian(s) do not request a hearing within ~~two~~ one school day~~s~~ of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

Appointment and Qualifications of a Hearing Examiner. The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.

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

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

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

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

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

Right to Know Issues and Nature of Testimony. The student and his/her

parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

Presence of Student and Witnesses at the Hearing. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify. The school district shall make available to testify at the hearing any employee who is a witness to the matter upon request from the parent(s) or guardian(s).

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

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

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

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

6034
Concussion Awareness

The Nebraska Unicameral has found that concussions are one of the "most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed."

The School District will:

a. Require all coaches and trainers to complete a training course approved by the Chief Medical Officer ~~one of the following on-line courses~~ on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury.~~:~~

   - ~~HEADS UP to Youth Sports Coaches: Online Concussion TrainingHeads UP Concussions in Youth Sports~~
   - ~~Concussion in Sports (NFHS)—What You Need to Know~~
   - ~~Sports Safety International~~
   - ~~ConcussionWise~~
   - ~~ACTive™Athletic Concussion Training for Coaches; and~~

b. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
   1 The signs and symptoms of a concussion;
   2 The risks posed by sustaining a concussion; and
   3 The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

A student who participates on a school athletic team must be removed from a practice or game when he/she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. The student will not be permitted to participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

a. has been evaluated by a licensed health care professional;

b. has received written and signed clearance to resume participation in athletic activities from the licensed health care professional; and

c. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

a. the date and approximate time of the injury suffered by the student,

b. the signs and symptoms of a concussion or brain injury that were observed, and

c. any actions taken to treat the student.

The school district will not provide for the presence of a licensed health care professional at any practice or game.

School officials shall deem the signature of an individual who represents that he/she is a licensed health care professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed health care professional. The school will not take any additional or independent steps to verify the individual's qualifications.

Students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. The school's "return to learn protocol" shall ~~be the guidance~~follow the model provided by the Nebraska Department of Education. ~~entitled "Bridging the Gap from Concussion to the Classroom~~REAP~~," and accompanying materials and future supplements.~~ Nothing in this policy or the referenced protocol shall entitle a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act, although staff will refer students who have sustained a concussion for evaluation under Section 504 as appropriate.

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

6044
Participation and Assignment of Athletic Teams

Designation of Athletic Team or Sport. The terms male, female, and coed are defined as provided by state law. All athletic and sports teams of the district are hereby designated as male, female, or coed as follows:

Sport/Team	Designation
Football	Male
Volleyball	Female
Basketball	Male and Female Teams
Wrestling	Male and Female Teams
Track	Male and Female Teams
Baseball	Male
Softball	Female

Participation on Assigned Teams. Males shall not participate on teams designated for females. Females may only participate on male teams when there is no female team offered or available for such sport. Males and females may participate on coed teams and in coed events as long as their participation is consistent with the eligibility and other rules of that team or event.

Determination of Student Sex. To determine eligibility, a student and the student's parent or guardian shall provide the district with confirmation of the student's sex on a document signed by a doctor or signed under authority of a doctor.

Conduct of Visitors and the Public. Visitors and members of the public attending district interscholastic team activities are expected to comply with all district policies and practices, including sportsmanship rules.

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

6045
Behavioral Intervention

General Approach. The district utilizes a tiered system of support to foster a positive school climate and culture, encourage appropriate student behavior, and provide the necessary supports for academic and behavioral success.

Interaction with Student Discipline Policy. This policy does not replace the Student Discipline policy or limit the District's authority under the Student Discipline Act when behaviors warrant action under that policy or Act.

Classroom Removal. Students may be removed from the classroom if the student poses a threat to their own safety, the safety of others, or the environment or if the student's behavior is disruptive to the learning environment. When appropriate, prior to removal staff should consider the use of de-escalation techniques, behavior redirection, or other Tier 1 or Tier 2 or comparable interventions.

When classroom removal is appropriate, the District will consider whether the student requires additional support to transition back to the classroom and continue to monitor the student's behavior to adjust interventions and supports as needed.

Required Training. The School District, independently or through the educational service unit, will develop and provide behavioral awareness and intervention training to employees with behavioral management responsibilities. Each employee with behavior management responsibilities must complete the behavioral awareness and intervention training during the 2026-27 school year or during the first year of employment with the district. The length of such training will be at least X hours.

Behavioral Awareness Point of Contact (BAPC). Each school building must designate one or more school employees as a BAPC. Each BAPC must have knowledge of community services providers and other resources available for students and families. Each BAPC must coordinate access to support services for students.

The BAPC will be identified on the district website and in the school directory.

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

TEACHER'S CONTRACT

For Class II, III, & VI Schools and Class I Schools with a Superintendent

This CONTRACT made by and between the school district of Osceola Public Schools. No. 19 in the county of Polk, in the State of Nebraska, hereafter referred to as "District" and **Mariah Jensen**, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: that the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 10, 2025 and end on or about June 30, 2026, and shall consist of 185 days of service including at least 176 teaching days and that the Teacher hereby agrees to accept such employment at a salary of **$40,600** and under the following conditions.

VIZ: $40,600 Salary schedule placement does not reflect additional educational advancement on the salary schedule which the employee may be eligible to receive. Terms and conditions of employment shall be per the 2025-2026 Negotiated agreement.

Educational Placement: **BA+0** Experience **1** Salary Step **1** Index Placement **1.000**

FIRST: The salary of the teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 15th day of September 2025, and the remaining installments shall be payable on the 15th day of each month thereafter.

SECOND: The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full-time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon.

FOURTH: This contact may be canceled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immortality, or (i) physical or mental incapacity. Cancelation or amendment under this contract shall be governed by the provisions of 79-827, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part of all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's services are performed prior to the date of resignation of this certificate.

NINETH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "renewal Agreement: which shall incorporate all of the provision hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal to the requirements of Sections 79-829 through 79-831 R.R.S. and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District by April 15, 2026, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed _____, 2025

_____
Teacher

Executed: June 9, 2025
School District of Osceola Public Schools No. 19
County of Polk

Attest:

By: _____
President, Board of Education

_____
Secretary, Board of Education