

Board of Education Regular Meeting
Wednesday, June 12, 2024 7:30 PM
East Butler School
212 South Madison Street
Brainard, NE 68626-0036

1. Call Meeting To Order
2. Roll Call
3. Flag Salute/Open Meetings Act Statement
4. Patron's Comments
5. Discussion/Informational Items
 - 5.1. Fitness Center Petition
 - 5.2. Early Childhood Policy
 - 5.3. 2024 Policy Updates
 - 5.4. Summer Projects
6. Consent Agenda
 - 6.1. Approval of Minutes
 - 6.2. Treasurer's Report
 - 6.3. Approval of Resignations and Hires
7. Regular Agenda
 - 7.1. Discuss, consider, and take all necessary action on the proposed computer server from Dell Technologies.
8. Administrative Comments
9. Adjournment



Medical & Physical Activity History

FOB #: _____

PERSONAL INFORMATION

Name _____ Age _____ Gender F M Today's Date ____/____/____
 Address _____ City _____ State _____ Zip _____
 Phone # (H)(____) (W)(____) (C)(____)
 Emergency Contact _____ Phone # (____) Relationship _____
 Email _____ Date of Birth ____/____/____
 Employer/School _____ Occupation _____ Phone # (____)

MEDICAL HISTORY

Primary Physician _____ Last Physical Exam _____

Weight _____ Lbs. Blood Pressure _____ Resting Pulse _____ Job Activity Level (circle) Sedentary Active

- Has your participation in an exercise program been approved by a physician? Yes No
- Are you under a doctor's supervision for any illness that may affect your ability to exercise? Yes No
- Have you ever been diagnosed with any type of heart condition? Yes No
- Do you currently have high blood pressure or are you on medication to control it? Yes No
- Do you have high cholesterol levels or are you on medication to control it? Yes No
- Have you been diagnosed with diabetes? Yes No
- Have you ever lost consciousness or fallen due to dizziness? Yes No
- Do you currently smoke?** Yes No
- Females: Are you pregnant? Trimester _____ Due Date _____ Yes No

If you answered 'YES' to any of the above questions, please explain in detail and list the age of onset.

Do you have any bone/joint problems, impingements, range of motion barriers or other physical ailments which would affect your exercise program? If yes, please explain.

Do you or members of your family have a history of the following? If yes, please state relationship and age of onset.

- Diabetes (Glucose > 100)** _____
- Heart Disease** _____
- High Blood Pressure (Systolic > 140 Diastolic > 90)** _____
- Stroke** _____
- Cholesterol (LDL > 130 HDL < 40)** _____

Please list any prescribed and/or over the counter medications, the dosage, and purpose for taking them.

Describe your present activity pattern. Include activity, frequency, intensity, and duration.

10/10/2020

**Consent for Health Assessment, Exercise Participation and
Assumption of Risk Concerning Use of the Wellness Center & Downtown Fitness**

I, _____ (participant), hereby voluntarily agree to participate in a health assessment designed to collect certain information regarding my current health status as it relates to my participation in an exercise program. I agree to truthfully disclose to the best of my ability accurate information about my health status and I assume all risks for inaccuracies.

I understand that the assessment made is in no way a substitute for an examination by my physician, it does not serve diagnostic purposes and is no guarantee that I am fit to exercise. The assessment I undergo is designed to:

- Attempt to screen certain high-risk individuals from participation in a exercise program who must first receive a physician's approval.
- Provide information to the participant with regard to limitations and design of fitness program for exercise.
- Establish health and fitness baselines that would be used for evaluation purposes.

I understand that if I have any of the following conditions I must receive my physicians approval before participating in an exercise program:

Respiratory Disease
Diabetes (Glucose > 100)
Heart Disease
Seizure Disorder
High Blood Pressure (Systolic > 140 Diastolic > 90)

Cholesterol (LDL > 130 HDL < 40)
Morbid Obesity
Pregnancy
Stroke

I understand my participation in any exercise classes or programs through the Wellness Center is in no way a substitute for the medical care rendered by my personal physician.

I am aware that the practice of exercise is not an exact science, and I acknowledge that no guarantees have been made to me concerning the benefits or risks involved to me in participating in such activity. I assume all risks for participation in any such activity.

I agree to make every effort to utilize the facility and equipment properly and make every effort to apply the exercise principles that I am taught.

I understand that should my health status change or should my prescribed medications change, I must assume responsibility for informing the Wellness Center staff of those changes immediately.

I understand and agree that in the event that I sustain any injury or physical impairment while utilizing the facility, I hereby release and forever discharge Butler County Health, the Wellness Center & Downtown Fitness and all its employees from any and all liability and responsibility, including but not limited to the award of Workman's Compensation benefits, arising out of or in any way connected with said physical impairment or injury.

Any information obtained as a result of my utilization of the faculty for participation in any programs would be treated as privileged and confidential. This information may be used for billing, statistical or scientific purposes with my right of privacy mentioned.

Signature _____ **Date** _____

Parent/Guardian Signature _____ **Date** _____

(All members 18 yrs old and under)

Staff Witness _____ **Date** _____

Wellness Center Usage Agreement

1. Please **Sign-In** on the census sheet—name, time in, male/female, student, employee (*Employees must arrange for a membership. All Hospital employees and their family members need to check-in as an employee also.) (Senior members are those 55 years of age and up.)
2. **Business Hours**
 - 7:30 a.m.-8:00 p.m. Monday-Thursday
 - 7:30 a.m.-7:00 p.m. Friday
 - 8:00 a.m.-1:00 p.m. Saturday.
 - No attendant is staffed on Sundays.
3. **Parking:** Parking is available on East and West sides of the Wellness Center. Parking on the West is primarily for Physical Therapy and physically challenged Wellness Center members during day/business hours.
4. **Memberships-Membership Eligibility:**
 - Anyone 9 years of age or older is eligible to join the Wellness Center.
 - Members 9-11 years-old must complete a free orientation with their parent/guardian and a personal trainer to ensure they are able to use the equipment appropriately and safely.
 - Members 9-11 years-old may use the Wellness Center **ONLY** when directly supervised by his/her parent/guardian.
 - Members 12-15 years-old may use the center anytime during attendant/business hours.
 - Members 12-15 years-old **MUST** be accompanied by a parent/guardian after hours. (Older siblings are not permitted to bring younger siblings.)
 - Members 16 years of age and older will be issued a 24 hour access card.
5. Coat hooks are available at the entrance. You may also store your coat and additional items in the locker rooms or cubbies below the TV.
6. **Locker Rooms:** To keep the locker facility clean, it is strongly urged that each member pick up after him/herself. Lockers are provided. Please note that these are “day” lockers. Please take all of your belongings with you at the end of each daily workout session. (Do not leave any shoes or clothing from day-to-day.) If you chose to lock your locker, you will need to provide your own lock and remove that lock daily. ****The Wellness Center is not responsible for any items left in the facility or locker rooms and any locks will be removed daily.****
7. **Towels/Linens:** Towels are located in the cardio area and outside the locker rooms. When you are through with the towel, please place in the linen bins that are provided. Please Note: Linen only in the towel bins. Waste baskets are located next to the linen cabinets.
8. **Track:** This is a walking track. If you choose to jog/run, please yield and be mindful of people crossing the track and walking the track. Walkers have the right-of-away. **No boots or heels** are allowed on the walking track. Please wear **clean, athletic shoes**. Please bring other shoes with you if necessary.
*Walk clockwise on even number days and counter-clockwise on odd number days.
9. **Gym Wipes:** When you are finished exercising on a piece of equipment, please wipe it down with the gym wipes. (Located at linen cabinets and in exercise room).

10. When you are through using the Smith Press, Half-Rack or free weights, please place weights back on the appropriate racks. Wipe down benches.
11. Please do not slam or drop weights.
12. Magazines are available for your enjoyment at the Wellness Center. If you want a copy of an article please, ask the attendant for a copy.
13. **Hand Sanitizer** is available at several locations in the Wellness Center.
14. When the Wellness Center is busy, please limit your time on cardio machines to 30 minutes (warm-up and cool down included.)
15. There is **NO SMOKING** in any part of the Wellness Center or the hospital at any time.
16. **Use of Equipment:** Please use the equipment for its intended purpose. Failure to do so could result in injury. If you are unfamiliar with a piece of equipment ask an attendant for help.
17. **Conduct:** Appropriate behavior must be maintained at all times. Misconduct, horseplay, foul language, and property damage may result in suspension or termination of membership.
18. **Key Fobs:**
 - Key fobs are assigned specifically to individual members and we have the ability to track use in conjunction with cameras. Please **DO NOT** share your key fob.
 - Members 16 years and older will be issued a key fob with a first time membership purchase.
 - Only the Automatic Handicap Accessible Doors will unlock when using your fob after business hours.
 - There is no charge for the first fob, but you will be charged if a replacement is needed.
 - Fobs will deactivate once your membership has lapsed and can be reactivated at the time of membership renewal.
 - ****MEMBERSHIPS ARE REQUIRED.**
19. **Guests:** Guests are allowed during business hours. Members are encouraged to bring guests. Guest Passes are available at daily and weekly rates. Guests must sign the census sheet and complete a guest form.
20. If you have any questions or problems, please alert the attendant on duty.

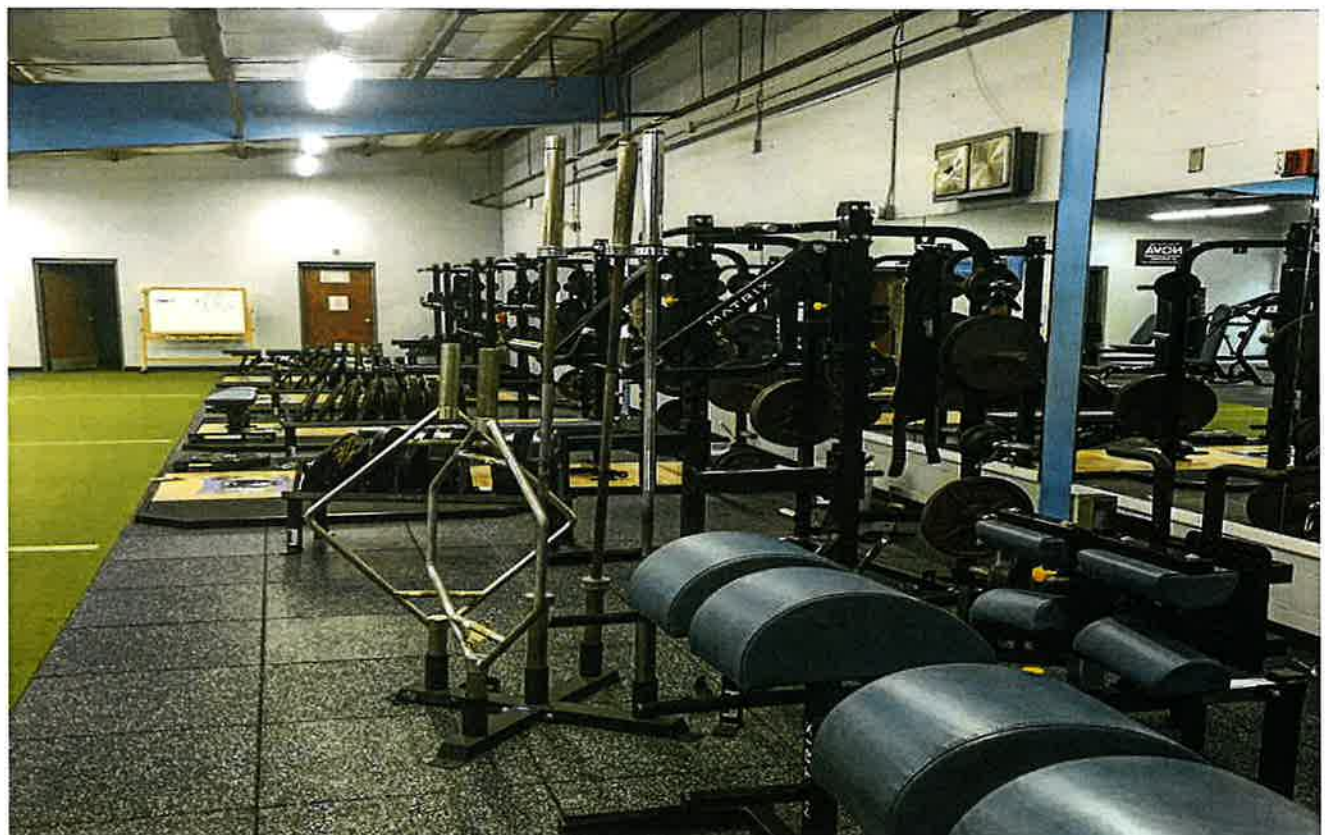
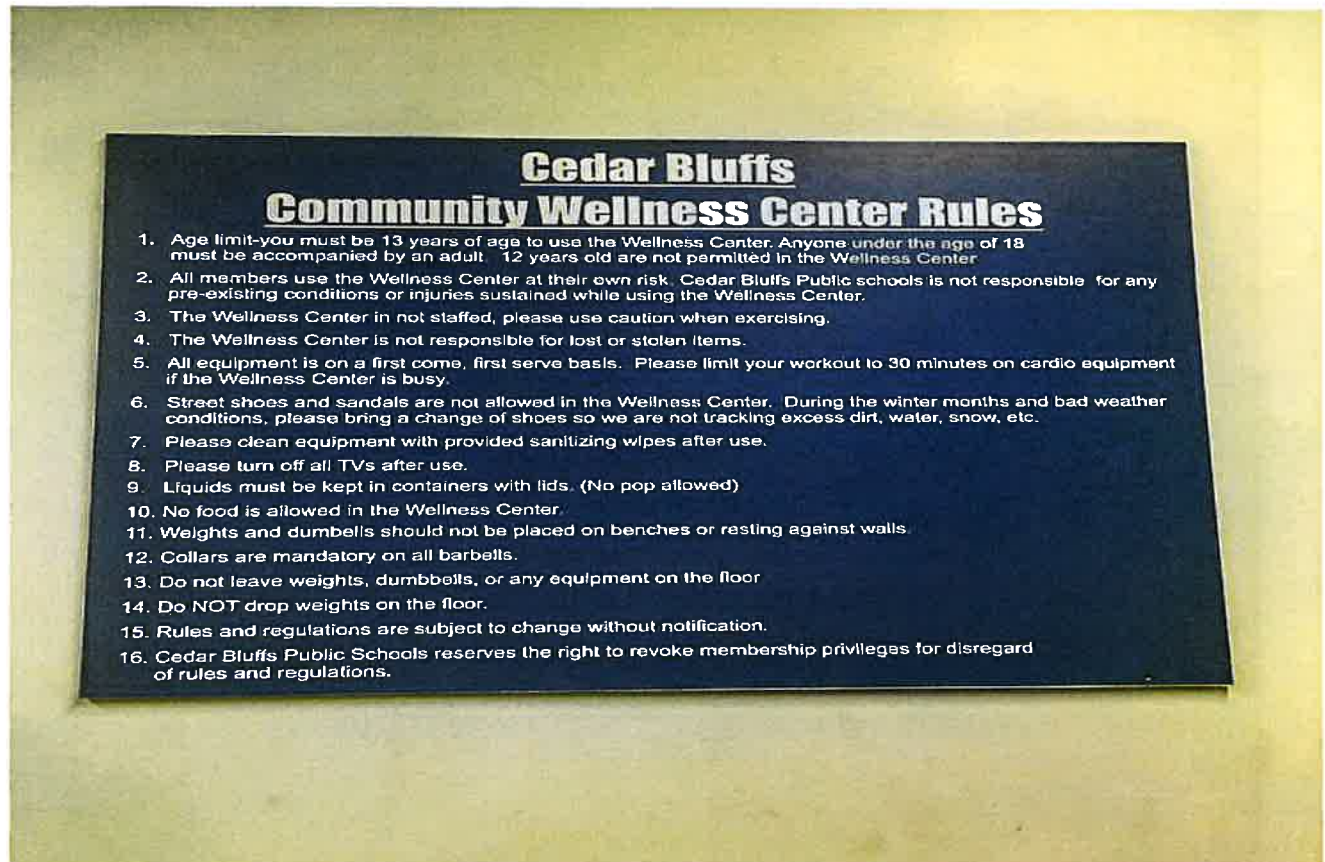
I have read and understand the terms listed above. I understand that if I fail to comply with the policies, Butler County Health Wellness Center reserves the right to suspend or terminate my membership

Signature _____ Date _____

Parent/Guardian Signature _____ Date _____
(all members 18 years old and under)

Staff Witness _____ Date _____

Thank you and enjoy your workout!!!



Cedar Bluffs Public School Wellness Center
Enrollment: 102 students 9-12, 430 students PreK-12

3,160 Square Feet



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Enrollment: 102 students 9-12, 430 students PreK-12

3,160 Square Feet



EQUIPMENT

- 1 PhysioStep
- 1 Upright Cycle Bike
- 1 Recumbent Bike
- 3 Matrix Treadmills
- 3 Cybex ARC Trainers
- 1 ClimbMill
- 1 Rower
- 1 Cable Crossover
- 1 Lat Pull Down/Low Row
- 1 Leg Extension/Leg Curl
- 1 AB and Back Combo
- 1 Multi Chest Press
- 1 Leg Press
- 1 Functional Trainer
- Kettle Bells
- Dumbbells
- Medicine Balls
- 2 sets of Weighted Ropes
- 1 Push - Pull Sled
- 4 Soft Plyometric Boxes
- 4 Half Racks with Platforms
- 1 Half Rack with Jammer Arms
- 2 Glute/Hamstring Benches
- 1 Arm Curl
- 1 VERTIMAX



Cedar Bluffs School Community Wellness Center
Membership Application

Cedar Bluffs School Community Wellness Center Join Date _____

Member Type: In District ____ Employee ____ Out of District ____ Senior (50+) ____

Please check one: Family ____ Individual ____

Additional Key Fob (Optional) ____ \$25.00 per year

Name _____ Gender: ____ Male ____ Female

Address _____

Date of Birth _____ Home Phone _____

Cell phone _____ Email address _____

WorkPhone _____

Spouse _____ Date of Birth _____

EMERGENCY CONTACT _____ Phone _____

Dependent Children 23 years old and younger living at your address. (Please list oldest to youngest)

Name _____ D.O.B _____ Grade _____ School _____

Name _____ D.O.B _____ Grade _____ School _____

Name _____ D.O.B _____ Grade _____ School _____

Name _____ D.O.B _____ Grade _____ School _____

Name _____ D.O.B _____ Grade _____ School _____

I understand that this membership is not transferrable and membership dues are not refundable. Members caught sharing a card will result in revocation of memberships. It is the member's responsibility to notify Cedar Bluffs Schools if any of the above information changes.

Signature of member: _____ Date _____



Cedar Bluffs Schools Community Wellness Center Pricing

Lives in School District and/or School Employees

- Individual \$25 per year
- Family \$40 per year
- Senior (50) \$15 per year

Lives Out of School District

- Individual \$35 per year
- Family \$50 per year
- Senior (50) \$25 per year

Additional Key Fob

- Family Members Only \$25

Make Checks payable to Cedar Bluffs Education Foundation (CBEF)

All prices are yearly memberships and are not refundable.

**CEDAR BLUFFS SCHOOL COMMUNITY WELLNESS CENTER
RULES & REGULATIONS**

1. Use of the Wellness Center. Community use is restricted to members of the Wellness center. Members must sign a release as a condition of use. Family membership allows use by any member of the member's household related by blood or marriage. Any child using the Wellness center on a family membership must be accompanied and supervised at all times by a responsible adult family member. Use of the Wellness center does not authorize you to be in other parts of the school building without following established procedures for checking into the building. Persons who access the Wellness center or the building without authority will be considered trespassers.
2. Protect Access Cards. Members are not permitted to: (a) share their access card with others or (b) let others in the Wellness center without using their own access card (even a member who says he just "forgot" his access card). Do not lose your access card or place it where others may take it. There is a \$20 replacement fee for access cards.
3. Injury Prevention.
 - a. Use is at your own risk. If you have health concerns see your doctor before starting an exercise program. Use common sense.
 - b. Use only equipment that you know how to use.
 - c. Warm up and properly stretch prior to using the Wellness center.
 - d. When using free weights (squats, cleans, or dead lifts, etc.) use a weight belt, collars and use a spotter.
4. Appropriate Attire. Wear clothing appropriate for a school environment. This means no tight fitting or revealing clothing or clothing with messages which students are not permitted to wear during the school day. Shoes must be safe for work outs and not be of a type which may cause marks or dents in the floor (no cleats). Do not wear items which may interfere with safe use, such as loose necklaces, dangling earrings, or head coverings other than sweat bands.
5. Respect the Facility and Other Users:
 - a. Unload weights from machine or bar after each use.
 - b. Do not allow weights to drop or slam together.
 - c. Please towel perspiration from benches and grips after use.
 - d. Stay out of staff desks, lockers, school files, and the belongings of others.
 - e. No horseplay or offensive language.
 - f. Keep music and televisions to a volume low enough for conversation.
 - g. No food or gum. Water should be used as needed for appropriate hydration in an appropriate (closed) container. No other liquids are permitted. And of course, tobacco, alcohol, and weapons are prohibited.
6. Emergencies. Report any injury to your self or others to the school administration by the following business day. In case of emergency DIAL 911 or use the emergency, push button located in the community wellness center. Always report emergencies to school administration.

NOTICE

Surveillance cameras in use.

Computerized card entry system. Loss of card, a replacement will be issued at a cost of \$20

Members caught sharing a card will result in revocation of membership.

Membership release must be signed and adhere to age limitations.

Members must be resident of the district, alumni, employee or parent of a student enrolled.

Cedar Bluffs School Community Wellness Center costs:

In-District: \$25 for individual; \$40 family per year with \$15 senior citizen pricing.

Out of District: \$35 for individuals; \$50 for family per year with \$25 senior citizen pricing

Seniors are 50 years of age and older.

Family is restricted to immediate family living within a home.

Community Wellness Center is open 24 hours a day, 7 days a week.

Please notify the office if you are a first-time user. You will need to sign a use & release agreement. You may not use equipment for which you have not been given instruction on safe operation.

1. Authorized users—students and children between ages 12 and 18 must have adult supervision at all times! Students in the 7th or 8th grades (or children ages 12 to 13) must be supervised by a parent during their workouts, as well. No children under grade 7 (or under age 12) are permitted to be in the weight room facility. Your usage of the weight room facility does not authorize you to be in other parts of the building!
2. Prevent injury—always warm up and properly stretch prior to working out. Never attempt to lift free weights without a spotter. Follow proper conditioning and lifting guidelines.
3. Wear appropriate clothing—training shoes (no cleats). Wear belts for use of free weights (squats, cleans, dead lifts, and power pushes). Do not wear necklaces, dangling earrings, hats or bandanas. Do not wear tight fitting or revealing clothing or clothing with messages not appropriate in the school environment.
4. Respect the facility and its users—
 - Unload weights from machine or bar after each use
 - Do not allow universal weights and machine weights to drop or slam together
 - Please towel perspiration from benches and grips after use
 - Stay out of staff desks and school files
 - No horseplay or offensive language
 - Keep music to a volume low enough for conversation
 - No food, drink, gum or tobacco products
6. Report any injury to yourself or others to the school administration by the following business day. In case of emergency DIAL 911 or use the emergency, push button located in the community wellness center. Always report emergencies to school administration.

**CEDAR BLUFFS SCHOOL COMMUNITY WELLNESS CENTER
USE AND RELEASE AGREEMENT**

I acknowledge I have read the rules, regulations and safety guidelines related to the Cedar Bluffs School Community Wellness Center, that I fully understand them, and I agree to comply with them. I agree to modify my workout to conform to the wishes of the Cedar Bluffs Public Schools if asked to do so. I understand that the use of the Wellness center is a privilege and not a right. I agree to leave the Wellness center if asked to do so by a member of the Cedar Bluffs Public Schools Staff or any trainer or supervisor and understand if I am present without permission that I would be a trespasser. I also agree to promptly report to the Cedar Bluffs Public School administration: (1) any failure by any other person to follow the rules of the facility or (2) any unsafe condition.

I further acknowledge that I have been advised of the risks involved in the use of the facility and its equipment, and that I have been warned that the use of the Wellness center and its equipment could result in injury or harm to myself. I acknowledge that I have received training on the equipment and assume any such risk to my person should I use the Wellness center and its equipment. I hereby agree to hold the Cedar Bluffs Public Schools, the Board of Education, the Cedar Bluffs Recreational Facilities Joint Public Agency, the Village of Cedar Bluffs including employees and agents of the Cedar Bluffs Public Schools, Cedar Bluffs Recreational Facilities Joint Public Agency, Village of Cedar Bluffs and any volunteer trainers or supervisors, harmless from any and all personal injury to myself or damage to my property in any way related to my use of the Wellness center or its equipment.

I have read and fully understand the contents of this Use and Release Agreement and execute the same as my own voluntary act.

Date _____

Printed Name: _____

Signature: _____



David City Weight Room



David City Weight Room



David City Weight Room



David City Weight Room



David City Weight Room:

- 4,000sq feet (80'x50')
- School use only.
- Large size reduces safety concerns when students and athletes are training.
- Open space allows for hang clings, use of barbells, and station workouts
- Turf allows for weighted sprints, short sprints, and agility testing to name a few. This reduces the need to take up use of their basketball gym.
- Weight Classes are offered 1 semester long to 9-12th grade students, and can be taken every year.
- The classes are offered 7 out of 8 periods a day, with the period after lunch being left open.
- Teams try to take same class periods together, and focus on weight training, and hold each other accountable while motivating one another.

Fitness Center Petition

We the people of East Butler Public School District would like to request a better weight room for our students and staff of the school to utilize, and would like to propose the building of a new weight room/fitness center that allows access to members of the school district.

Currently, our weight room is too small, and does not allow for members of the community to use it.



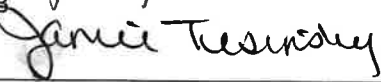
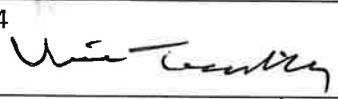

Other local schools have much more to offer their student body, and staff in regards to size, and equipment in their weight rooms.

Shelby Rising City recently expanded their school, and added a fitness center for the school, and the community to use.






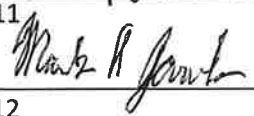


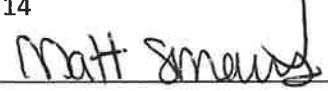
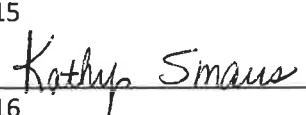

Investing in a new weight room/fitness center could help in our effort to attract new families to the school, and the community.

The majority of people in our community already have to commute for jobs, groceries, and health care. Offering a fitness center would be one less thing our community members would have to commute 20-30 minutes for, and could help improve the health and well-being of our community.

We request the planning for this project to start immediately, and begin being built by the end of the 2027-2028 school year.

Signature	Full Name	Mailing Address	Phone Number
¹ 	Andrew Valenti	PO Box 69, Dwight, NE 68635	402-367-2800
² 	Lynsey Valenti	PO Box 69, Dwight	402-641-5440
³ 	Jamie Tesinsky	3016 Cnty Rd K, Weston	402-480-3963
⁴ 	Vince Tesinsky	3016 Cnty Rd K Weston	402-480-4599
⁵ 	Jean Tesinsky	1423 County Rd 30 Weston, NE	402 616 2904










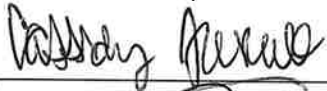

Fitness Center Petition

	Signature	Full Name	Mailing Address	Phone Number
6		Dawn Grooms	P.O. Box 129 ^{Brainard} 68626	602-332-8428
7		Christopher Grooms	P.O. Box 129 ^{Brainard NE} 68626	602-485-0710
8		Erin K. Pelan	1930 30 Rd Brainard NE 68626	402-367-8609
9		RUDY ROBESON	208 WEST JEFFERSON BRAINARD, NE 68626	402-580-1265
10		Sherri Nielsen	213 N Madison St Brainard, NE 68626	402-545-2631
11		Mark A Janak	3202 V road Brainard Ne 68626	cell 402-367-2380 Home 402-545-2009
12		Sara Stanek	207 N Garfield Street Brainard, NE 68626	402-922-2356
13		Elaina Eddy	3015 Prague Me county rd P 68080	308- 214 214-1233
14		Matt Smaus	3015 county rd P Prague NE 68080	402-620-8291
15		Kathy Smaus	2971 Co. Rd D Prague Nchr.	402-540-8625
16		Madison Helman	288 N 3rd St Dwight, NE	402-641-9211

Fitness Center

Signature	Full Name	Mailing Address	Phone Number
17 <i>Ashley Krekemeier</i>	Ashley Krekemeier	1560 Co Rd 29 Weston NE 68070	402-480-1696
18 <i>Gerald J Swanda</i>	Gerald J Swanda	415 West Adams St Brainard, NE 68626	402/545-3571
19 <i>Phyllis Swanda</i>	Phyllis A Swanda	415 West Adams St Brainard, NE 68626	402/545-3571
20 <i>Sandy Schommer</i>	Schommer, Sandy	203 S. Madison St Brainard NE 68626	402/450.0021
21 <i>Jodi Pelan</i>	Jodi Pelan	120 W Adams Box 212 Brainard NE	402-545-4311
22 <i>Denise K. Robes</i>	Denise K. Robes	Box 233 Brainard NE 68626	402-641-2440
23 <i>Sandy K. Stanek</i>	Sandy K Stanek	P.O. Box 159 Brainard, NE 68626	402-270-4853
24 <i>Chad Krekemeier</i>	Chad Krekemeier	1560 Co. Rd. 29 Weston NE 68070	402-480-1590
25 <i>Sara Hofpar</i>	Sara Hofpar	2051 30 Rd Brainard, NE 68626	402-367-9609
26 <i>Tracy A Spatz</i>	Tracy A Spatz	3330 T Rd Brainard NE 68626	402-367-8364
27 <i>Lincoln K. Jisa</i>	Lincoln K. Jisa	2321 County Rd. X Valparaiso, NE 68065	402 784-2857


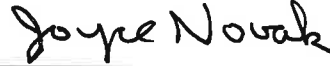





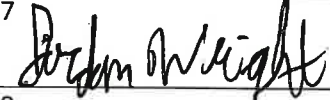
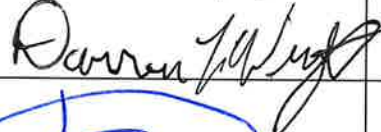


Fitness Center

Signature	Full Name	Mailing Address	Phone Number
28 	Janene Helman	288, N 3rd St Dwight NE	402-480-1020
29 	Martin Helman	288 N 3rd St Dwight NE	402-480-0403
30 	Dustin Dobeck	2530 W Rd Dwight NE	402 641-2033
31 	Brent Arls	3125 Cleveland Brainard NE	402 852-6022
32 	Marc Spate	3330 T Road Brainard NE	(402) 545-2334
33 	Kyle Chmeltzer	1340 Co. Rd. 32 Brainard NE	402 641 2697
34 	Thomas T Wright	141 W. Maple P.O. 61 Dwight, NE 68635	402-566-2010
35 	Robin M Wright	141 West Maple Dwight	402 566-2010
36 	Devin Jakob	1853 26 Rd Brainard, NE 68626	402-618-8014
37 	Cassidy Jakob	1853 26 Rd Brainard, NE 68626	402-640-9634
38 	Josh Pelan	21 Cottonwood Brainard NE 68626	402-641-7057

Fitness Center

Signature	Full Name	Mailing Address	Phone Number
³⁹ Dale Nielsen	Dale Nielsen	213 N. Madison Brainard NE	402-669-3214
⁴⁰ Joyce Jalinek	Joyce Jalinek	224 E. Benton St., Brainard, NE	(402) 545-3921
⁴¹ Synelle Krieg	Synelle Krieg	2890 W. Rd. Brainard	545-2762
⁴² Kathleen Janak	Kathleen Janak	2020 32 Rd. Brainard	402-545-2284
⁴³ Doreen Kastl	Doreen Kastl	724 Cottonwood ^{Brainard}	402-545-4541
⁴⁴ Sharon Bruner	Sharon Bruner	P.O. Box 82 ^{Brainard} NE	402-367-7856
⁴⁵ Linda Soukup	Linda Soukup	11661-28 Rd DE Ne.	402-545-2186
⁴⁶ Marcia Bohuslavsky	Marcia Bohuslavsky	Box 119 Brainard NE	402-545-2651
⁴⁷ Ronald D Pelan	Ronald D Pelan	3121 S Rd Brainard, Ne	402-545-2230
⁴⁸ Dwayne A. Pelan	Dwayne A. Pelan	1931 31st Brainard NE	402-545-2233
⁴⁹ Kathy L Pelan	Kathy L Pelan	1931 31st rd Brainard NE	402-545-2233

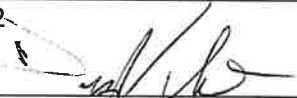






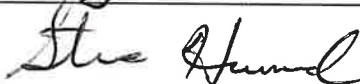
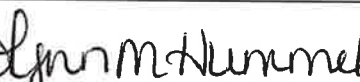
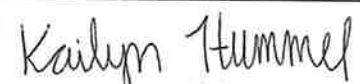
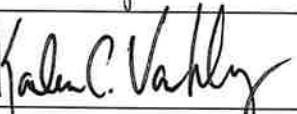
Fitness Center

	Signature	Full Name	Mailing Address	Phone Number
50		Douglas R McGee	1951 31rd Brainard	402 545-2961
51		Joyce Novak	112 E Logon Brainard	402 840-5201
52		Mollie Kriz	PO Box 252 Brainard	402-369-0728
53		James Kriz	PO Box 252 Brainard	402-369-0728
54		JEFF DVORAK	P.O. Box 248 BRAINARD	402-750-5340
55		Susan Benes	PO Box 70 Brainard	402-545-4127
56		Ronald Benes	P.O. Box 70 Brainard	402-545-4127
57		Jordan Wright	636 S Lincoln St	402-954-0120
58		Dawnen L. Wright	636 S Lincoln St	402-954-0118
59		JOEL SCHOMMER	725 COTTONWOOD ST.	(402) 954-8044
60		TAYLOR SCHOMMER	725 COTTONWOOD ST	302-430-5149






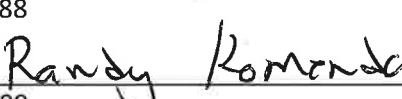
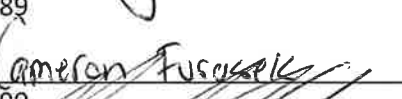


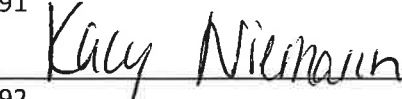
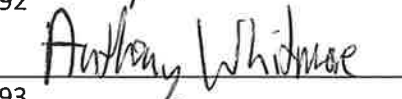

Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
⁶¹ Kyle Hummel	Kyler Hummel	107 S. Madison St. Brannard	(402) 641-4161
⁶² Michelle Trojan	Nichelle Trojan	P.O. Box 1 Dwight NE	402/641-0744
⁶³ James Mastny	JAMES A. Mastny	P.O. Box 110 Dwight	402/641-0263
⁶⁴ Melissa DeWitt	Melissa DeWitt	PO Box 117 Dwight	402 416 4500
⁶⁵ Paul DeWitt	Paul DeWitt	PO Box 117 Dwight	402 416 9504
⁶⁶ Jeffrey Kocian	Jeffrey Lee Kocian	PO Box 91 Dwight	402 480 1438
⁶⁷ Tammy Kocian	Tammy Kocian	PO Box 91 Dwight	402 480-1624
⁶⁸ Todd Pelan	Todd Pelan	2331 ST Rd Dwight 68635	402-641-0490
⁶⁹ Megan Pelan	Megan Pelan	2331 ST Rd Dwight 68635	(402) 416-2645
⁷⁰ Dillon DeWitt	Dillon DeWitt	PO Box 117 Dwight 68635	402 646 0875
⁷¹ Norman Bruner	NORMAN BRUNER	PO BOX 268 BRANNARD NE	402-641-8500.

Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
72 	Dustin Valenti	P.O. Box 69 Dwight, NE	402-367-8383
73 	Travis Tojima	1544 27th Rd Dardick (str NE 68026)	(402) 641-1032
74 	Brett Bohustarsky	2450 0 Rd Dwight, NE	402-641-4037
75 	Sierra Bohustarsky	2450 0 rd Dwight, NE 68026	402-416-4946
76 	Amber Pelan	726 Cottonwood St Brainard	402-367-8496
77 	Doug Heiser	726 Cottonwood St. Brainard NE 68026	402-480-4639
78 	Mary Lou Meister	208 W. Novak St Brainard, NE 68026	402-545-2731
79 	John S. Hummel	503 W. Adams Brainard NE 68026	402-641-2445
80 	Lynn M Hummel	503 W. Adams Brainard, NE 68026	402-641-7689
81 	Kailyn Hummel	503 W Adams St Brainard, NE 68026	402-367-9934
82 	Kalen Vanderberg	420 W Adams St Brainard, NE 68026	402-641-7682


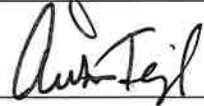
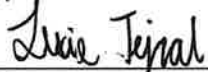
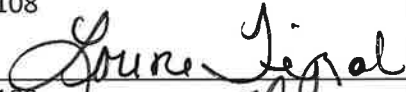







Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
⁸³ 	Delaney Belt	420 West Adams St Brainard NE 68026	(402) 270-4475
⁸⁴ 	Tracy Patocka	116 S Sherman St	402 672 8088
⁸⁵ 	GREG J. HARLOVIC	Box 224 Brainard, NE 68626	402-641-1948
⁸⁶ 	Sharon M. Harlovic	Box 224 Brainard, NE 68626	402-641-6920
⁸⁷ 	Randy Romonda	211 Ash Dwight, NE 68635	402-803-9250
⁸⁸ 	Randy Romonda	P.O. Box 195 Dwight, NE 68625	402-641-3693
⁸⁹ 		575 Senken St Valparaiso 68065	402-521-9441
⁹⁰ 	Brandon Hotay	292 W Elm St 68635	402-649-8406
⁹¹ 	Kacy Niemann	PO Box 161 Dwight, NE 68635	402-641-4681
⁹² 	Anthony Whitmore	190 S. 3rd St Dwight, NE 68635	402-239-2672
⁹³ 	Breann Whitmore	190 S 3rd Dwight NE 68635	402-641-1120







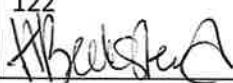

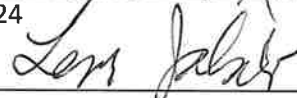
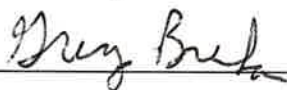

Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
94 Sheryl Simanek	Sheryl Simanek	252 N 3 rd Dwight, Ne	402-566-2013
95 Jeffrey Simanek	Jeffrey Simanek	" " " "	" " " "
96 Duane Prochaska	Duane Prochaska	233 W. Pine Street, Dwight, NE	402 641-4748
97 Nanette J Prochaska	Nanette J Prochaska	233 W Pine St Dwight, NE	402-803-9282
98 Katie L Haney	Katie L Haney	238 N 2 nd St Dwight NE	402-641-0312
99 Katherine A Haney	Katherine A Haney	338 N 2 nd St Dwight, NE	402-641-4906
100 Bret J Haney	Bret J. Haney	338 N 2 nd St Dwight, NE 68635	402-641-0388
101 Brenda J. Confal	Brenda J. Confal	356 N. 2 nd , Dwight, NE 68635	402-499-8037
102 Richard M Confal	Richard M Confal	356 N 2 nd Dwight NE. 68635	402-566-2465
103 Demi Van Der Stoep	Demi Van Der Stoep	3912 N 2 nd St Dwight, NE 68635	(402) 617-2524
104 Judie Krings	Judie Krings	290 W Oak Dwight, NE 68635	402-566-4965

Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
105 	Adam Tejral	202 magnolia St. Dwight NE 68635	402-469-7992
106 	Austin Tejral	30 396 S 4th St Dwight NE	402-367-8625
107 	Lexie Tejral	396 S 4th St Dwight, NE	402-469-7199
108 	Lorene Tejral	P.O. Box 21 Dwight NE	402-367-8046
109 	Bruce Tejral	P.O. Box 21 Dwight, NE	402-367-2365
110 	Anton Buresh	P.O. Box 88	402 641-9487
111 	Valerie Buresh	P.O. Box 88	402-641-0516
112 	Jason Miller	P.O. Box 52 Brainard, Ne.	402.613.1618
113 	Gena Brecka	2345 ST Rd Dwight	402-525-1906
114 	DANIEL J BRECKA	2345 ST ROAD DWIGHT	402 480 3710
115 	Brayden Brecka	2345 ST Road Dwight	402-429-4456

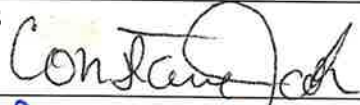




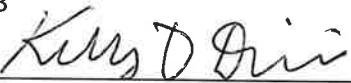
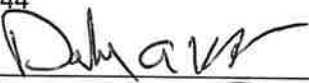




Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
116 	Morgan Ratkovec	1840 31 Rd Brainard, NE 68626	402-893-2037
117 	Colten Ratkovec	1840 31 Rd Brainard, NE 68626	402-429-6626
118 	Skylar Ratkovec	1840 31 Rd Brainard, NE 68626	402-419-4414
119 	Clint Ratkovec	2420 31 Rd Brainard, NE 68626	402-429-1838
120 	Jill Ratkovec	2420 31 Rd Brainard, NE 68626	402-367-3583
121 	Donnita Helman	2881 T Rd Brainard, NE 68626	402-419-6990
122 	Hannah Beckstead	423 S. Madison St Brainard, NE 68626	(531)289-9411
123 	DeLores G. Kassik	625 C Street Ulysses, NE 68669	402-549-2294
124 	Leon Jakob	119 East Barbara St Brainard, NE	402-641-1453
125 	Grey Breck	302 S. 4th St Dwight	402-641-6533
126 	FREDRICK J. BOYER	120 W HAMILTON BRAINARD	402-641-3598


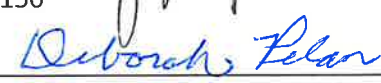



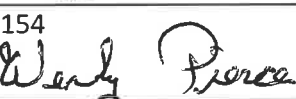
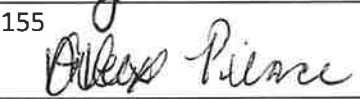




Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
¹²⁷ Samantha Tejral	Samantha Tejral	P.O. Box 84 Dwight, NE 68135	402-641-6841
¹²⁸ Ted Bohac	Ted Bohac	1052 Rd 30 Valparaiso, ne 68065	402 430-8484
¹²⁹ Chris Owens	Chris Owens	2930 W Rd Brainard, Ne 68626	402-210-4569
¹³⁰ Jessica Owens	Jessica Owens	2930 W Rd Brainard, ne 68626	402-490-6934
¹³¹ Geraldine Jakub	Geraldine Jakub	PO BOX 148 Brainard, NE 68626	Text only 402-641-3942
¹³² Debra Kost	Debra K. Kost	123 East Logan St Brainard NE 68626	402-580-1653
¹³³ Diane Long	Diane Long	224 N Marysown St Brainard N 68626	402-619-4050
¹³⁴ Danny Lowe	DANNY LOWE	224 N Marysown St Brainard NE 68626	402-619-4050
¹³⁵ Linda Bishop	Linda Bishop	P.O. BOX 75 Brainard	402-226-4204
¹³⁶ Deanne Kaborek	Deanne Kaborek	PO BOX 274 Brainard	402 443 9363
¹³⁷ Sandra Archuleta	Sandra Archuleta	2260 30 Rd Brainard	402 367 8391

Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
138 	Constance Janak	2110-32 Rd Brainard NE 68626	402-367-2331
139 	Lindsey Kast	1450 Cmy Rd 3a Bruno	(402) 641-4100
140 	ROBERTA Christiancy	212 N Lincoln	402-545-2065
141 	Josh Christiancy	200 W Jefferson	402 480. 4776
142 	Ridge Behr	223 Norm Garfield	402-430-8616
143 	Kelly D. Davis	111 N Garfield 68626	402-641-7573
144 	Deb Kost	123 E Logan	402-545-2068
145 	Vanessa Butterfield	3081 TRd.	402 890 0162
146 	Pam Butterfield	3081 T Rd	402 641 3302
147 	Daniel R. Kost	314 N. Lincoln St 68626 Brainard, NE	402-545-2057
148 	Joshua T Hladik	1327 G Rd 28 Weston, NE 68070	(402) 540-6076

Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
149 	Amy Trojan	1544 27 Rd David City NE	4026590003
150 	Deborah Pelan	3121 S Rd Brainard, Ne 68622	402-641-4525
151 	Jeff Klement	1410 23 rd Road Ulysses NE 68669	402-641-7498
152 	Taylor Mitchell	185 S 9th St. David City, NE	402 531-739-6449
153 	Duane Pierce	116 N. MADISON BRAINARD, NE	402 326 8380
154 	Wendy Pierce	116 N. MADISON BRAINARD, NE	402 416 5197
155 	Alex Pierce	116 N. Madison Brainard, NE	402-326-1713
156 	Dustin Behne	283 W Maple St. Dwight NE	402-525-4852
157 	Ben Lodone	215 S 3 rd St Dwight NE	402-525-0655
158 	Carme Rizzato	282 N Railroad Dayt	402-449 2245
159 	Matt Rizzato	282 N Railroad Dayt NE	402 440 9453

Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
160 CJ Bane	C.J. Bane	2348 ST Road	402-450-6301
161 Chris Mastny	Chris Mastny	224 West Maple St	402-448-6340
162 Evan Sisel	Evan Sisel	P.O Box 134 Dought	402-648-5067
163 Mitchell Janak	Mitchell Janak	2010 32 Rd	402-367-2320
164 Wendy Janak	Wendy Janak	2010 32 Rd	402-367-2424
165 Julie Reimer	Julie Reimer	514 S Madison St	402-641-2176
166 Tim Reimer	Tim Reimer	514 S. Madison St	402-641-2165
167 Matthew J. Kurasek	Matthew J. Kurasek	2117 Ashland Rd Bee, NE 68314	402-314-1662
168 Kate Kurasek	Kate Kurasek	2117 Ashland Rd Bee, NE 68314	402-310-3212
169			
170			





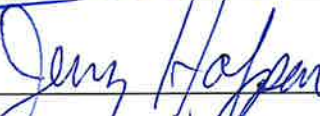


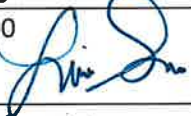


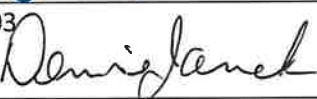
Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
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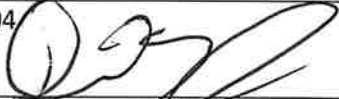
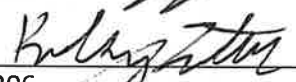


Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
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Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
193 	Jodi Chapek	1491 Co Rd 30 Wagon	430-7849
194 	Valerie Vandenberg	2920 Q RD 68632 David City, NE	432-5419
195 	Vicki Vandenberg	2931 Q Rd. David City NE 68632	641-1445
196 	BRAD VANDENBERG	2920 Q RD DAVID CITY, NE 68632	641-3748
197 	Jerry Hoffar	728 Cottonwood St Brainard Neb	525-4353
198 	Norma Hoffar	728 Cottonwood Brainard	429-6395
199 		Prague NE	402-350-5564
200 	Laurie Smaus	1696 County Rd 30 Prague	402-317-1367
201 	Jackson Smaus	1696 County Rd 30 Prague	402-443-2870
202 	Cadence Smaus	1696 County Rd 30 Prague	402-646-5227
203 	Denise Jant	3202 V Rd Brainard	402-367-2333

Fitness Center Petition

Signature	Full Name	Mailing Address	Phone Number
204 	Devin Zitek	2835 Co. Rd. K Weston	(402) 641-9339
205 	Kelsey Zitek	2835 Co Rd. K Weston	402-367-2004
206 	Jen Rohda	2850 Co Rd L Weston	402-203-5473
207 	Nate Rohda	2850 Co Rd L Weston	402-551-0980
208			
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New Weight Room/Community Fitness Center

I believe a good way to serve our school and community in order to promote growth would be to revamp our weight room, and turn it into a community asset by allowing people within our community to access it via paid membership. I'm not proposing a small 40'x40' space, but rather a space big enough to allow for growth, and to host a walking track, turf for agility and sports training, 2 small size locker rooms for people to use after their workouts, and all the equipment it takes to fulfill the needs of our community, staff, and student body. We could ramp up our strength and conditioning program for student athletes, and offer classes to the entire student body to promote proper lifting, and workout techniques to enhance their overall health and well-being.

We do a great job with our academics, and have shown progress in updating our gym and cafeteria space. A fitness center doesn't just have to be sports oriented, but could also be used in our curriculum, and the school could implement a Wellness Policy that all of our staff and students could follow. When comparing our weight room to other local schools, and schools of our size we are clearly lacking the space, and size to promote strength training, health, and fitness. I think this would be a great area to grow our school, and would assist us in standing out to other area schools when we try to persuade new families to come live in our community, and attend our school.

After going door to door, people were excited and motivated about the idea of a fitness center that could serve the school and the community. The most popular request by the community was to offer an indoor walking track around the fitness center. The majority of people believe a fitness center could benefit the growth of the school and the community, and would offer convenience to people from within the community. Current and prior athletes, and coaches mentioned how crowded our weight room is, and how it makes facilitating team workouts difficult, and even unsafe at times. Some prior athletes even used other facilities for personal workouts, because they felt like East Butler didn't have enough to offer in regards to space, equipment, and an actual weight training program.

Community Input on Fitness Center:

- Current weight room is too small, and crowded.
- Would love to be able to go, and workout after I drop my kid(s) off for practice.
- We've needed this for a long time.
- This would be a great asset to our community.
- This would be so much more convenient.
- Wish this would've happened while my kids were in school, but happy to help the next generation of kids.
- Would love to have a walking track.
- This is important for sustaining the school, and the community.
- Anything to benefit the growth of our school. We don't want to end up like Ulysses.
- Thank you for doing this. I hope you can get this done.

Benefits of building a new Weight Room/Fitness Center:

- **Space and Wellness:**
 - o Current weight room is too small and crowded during team workouts, and doesn't allow for very good sports training, etc.
 - o A new weight room will enhance our strength and conditioning program for student athletes.
 - o It will allow for better offseason training.
 - o Promotes health for our staff, student body, and community. (Staff Wellness Program?)
 - o Weeping Water has a school wellness policy for a holistic approach.
- **Growth:**
 - o Could assist in recruiting new teachers, coaches, and student athletes.
 - o Good selling point to bring in new families to the school district.
 - o SRC increased their school enrollment from 363 students prior to their new build to 410 students this past year. They are in need of more housing development.
- **Competition:**
 - o Local schools and schools of our size offer much bigger, and better weight rooms.
 - o SRC, Cedar Bluffs, & Weeping Water have community fitness centers with use of a signed waiver to cover liability issues.
 - o David City, Aquinas, SRC, and Weeping Water offer weight room classes as part of their curriculum 6-7 class periods throughout the day.
 - o David City Pub offers weight training to student athletes 1 hour before and after school.
 - o SRC, David City, and Aquinas have a strength and conditioning coach for student athletes and student body.
- **Convenience:**
 - o Adding amenities like this will help sell a small community to younger families by not having to travel somewhere else to workout in addition to traveling for jobs, groceries, health care, etc.
 - o Parents could utilize the fitness center while their kid(s) are at practice.

Weight Room Comparisons

East Butler	Aquinas	David City Public	Shelby-Rising City
30'x24' 720sq feet	105'x30' 3,150sq feet	80'x50' 4,000sq feet	60'x60' 3,600sq feet
School Use Only	School Use Only	School Use Only	School + Community
Enrollment 9-12: 89 students	Enrollment 9-12: 115 students	Enrollment 9-12: 182 students	Enrollment 9-12: 120 students
	Uses for curriculum: 7-12	Uses for curriculum: 9-12	Uses for curriculum: 9-12
	Strength & Conditioning Coach	Strength & Conditioning Coach	Strength and Conditioning Coach

Cedar Bluffs	Weeping Water
3,160sq feet	3,000sq feet
School + Community	School + Community
Enrollment 9-12: 102 students	Enrollment 9-12: 96 students
	Classes for Student Body: - Lifetime Sports - Athletic Conditioning

Geriatric/Community Equipment Ideas:

- NuStep Machines
- Treadmills
- Arm Bike
- Cable Machines
- Shoulder Rows
- Shoulder Press
- Leg Extension
- Cable Crossover
- 3 Lane Walking/Jogging/Running Track
- Elliptical
- Stair Climber
- Lat Pulldown
- Chest Press
- Leg Press
- Leg Curls
- Locker Rooms with Shower

Student Athlete Equipment Ideas:

- Dumbbell Rack
- 4 Squat/Bench Racks
- Preacher Curl Bench
- Hip Sled
- Cones
- Hurdles
- Foam Balance Pads
- Push/Pull Sleds
- Turf for agility, station, and speed training (sleds, hurdles, sprinting, etc)
- Kettle Bells
- Hang Cling Stations
- Manual Treadmill
- Plyometric Boxes (Box Jumps)
- Ropes
- BOSU Balls
- Hurdles

Availability:

- 24/7 with limited access during school use

Security:

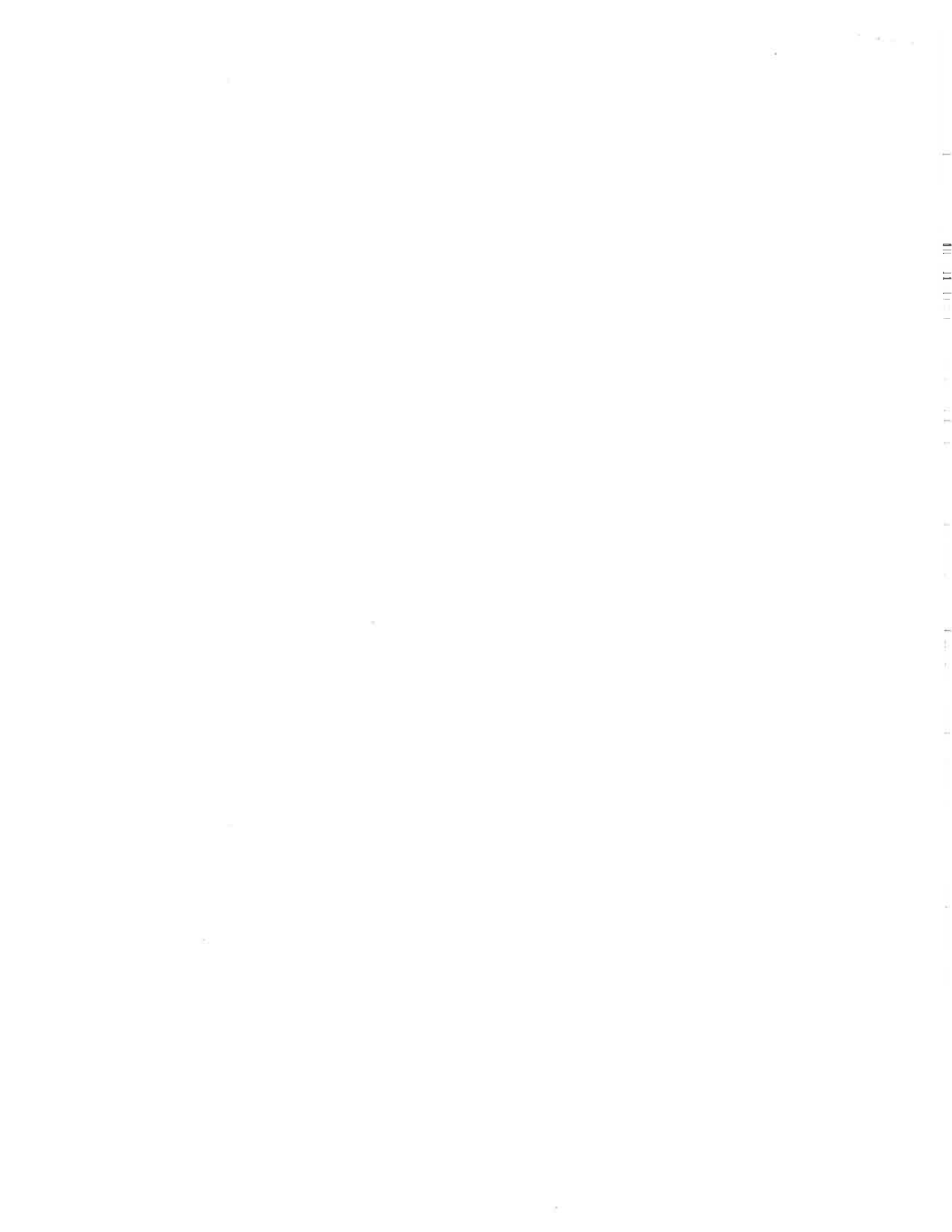
- Key Fobs
- Cameras

Health/Safety:

- Sanitary wipe stations for cleaning equipment
- AED

Funding:

- Grants
- School Funds
- Membership Fees for community use
 - o SRC uses fees to maintain and purchase new equipment



Shelby-Rising City Fitness Center

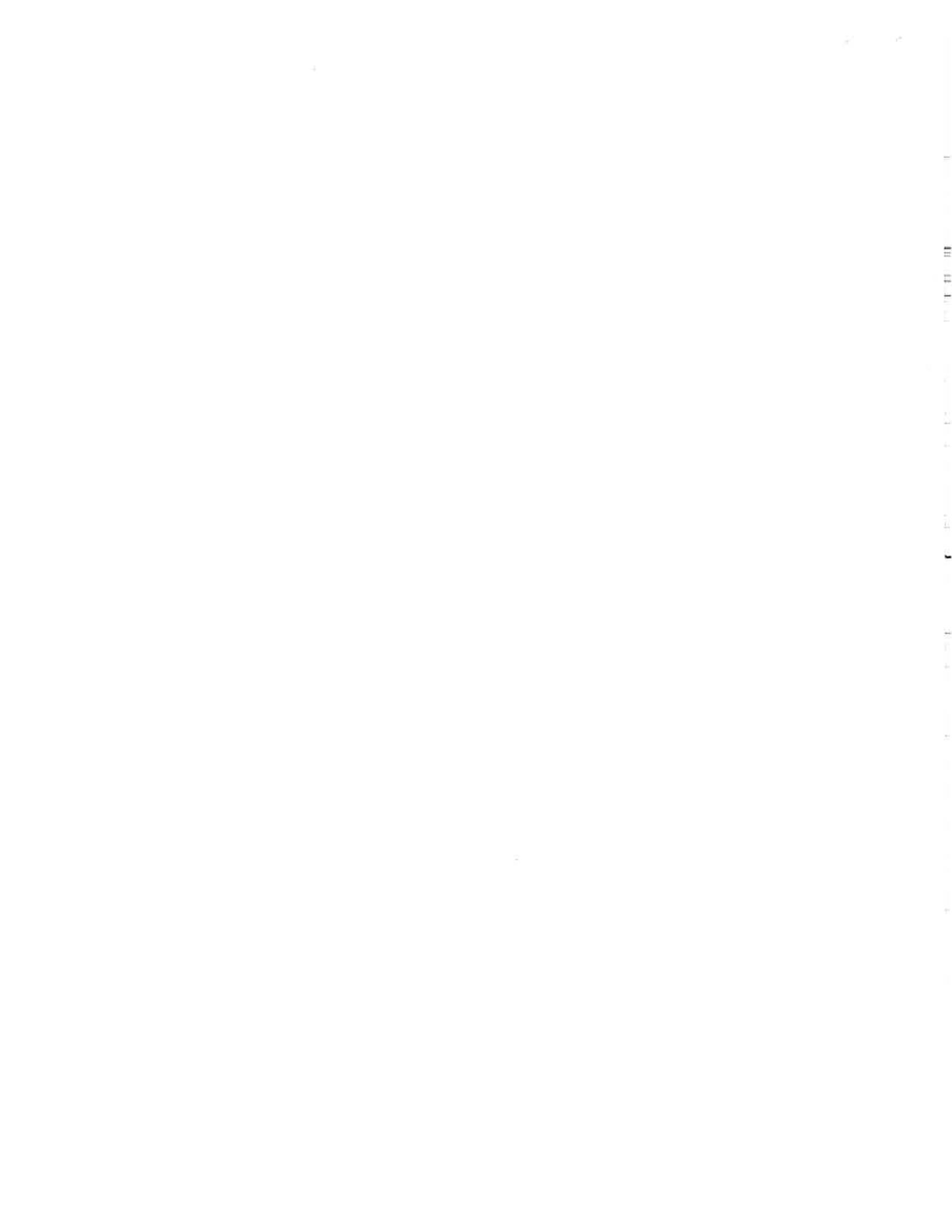


Shelby-Rising City Fitness Center



Shelby-Rising City Fitness Center

1. The Fitness Center is 3,600sq feet
2. SRC Fitness Center is tied in with the school, and is attached to the Community Library.
3. No one below the age of 18 are allowed to use it without supervision of a teacher, coach, or parent.
4. Their football coach runs a strength and conditioning program, and uses the fitness center 6 class periods a day as part of the school's curriculum.
5. They just added turf: 5 yards by 15 yards to perform sprints, agility training, sled workouts, etc.
6. Enrollment has increased from 363 students, Pre-K through 12th grade, prior to their new addition to 410 students this year. They also have had an influx in new houses being built over the past 5 years.
7. They issued a bond to pass their new addition, and had community meetings to discuss and educate the community on their plans, and why it was important for the growth of the school and the community. It passed with a 76% yes vote. The biggest sell was allowing community access.
8. Memberships help pay for new equipment whether they add or change out. Their Booster Club has helped out as well in the past, but they have enough memberships now that it pays for the maintenance of the fitness center.
9. Their biggest advice was to not go ½ way on whatever you do, because you might regret it 10-15 years down the road. Make sure you build everything big enough to allow for growth.





FITNESS CENTER - PUBLIC
RULES & RATES
Effective July 1, 2017

The Fitness Center is located through the Activity Entrance on the west side of the Shelby-Rising City School building in Shelby. The facility includes free weight and several different pieces of cardio equipment. The facility will be open 24 hours a day, 7 days a week unless a notice is posted – students will have priority on equipment during school time, but the public is welcome to use the facility during the school day or during school activities. During the school day parking is available directly in front of the facility – those spots are not reserved during evening or weekend activities.

The fitness center room and contents are the exclusive property of Shelby-Rising City Schools and the District holds the right to refuse access to the facility at any time for violation of rules/guidelines, misuse of the FOB, misrepresentation of fact, theft, intentional damage, misuse of equipment, or actions creating an unsafe environment for yourself or other users.

Guidelines

- Available to paid/registered members only, there are no daily or guest rates available. You may not bring in non-members on your pass.
- All users must have a signed waiver on file with the School District.
- No children under the age 14 are permitted. Ages 14 to 18 may use the facility with adult supervision, unless graduated from High School.
- Proper athletic work out attire is required, including shirt, shoes, and athletic shorts or pants. Outside or street shoes are not permitted.
- No Food or Drink, except water bottles with lids.
- Weight bars, benches, dumb bells, weights or other equipment should be returned to it proper spot and picked up after use.
- Do not place weights, dumb bells, or bars on padded surfaces – including benches.
- After use, wipe equipment with the disinfectant wipes provided in the facility.
- Please follow the safe use posters and signs located in the facility.
- Personal training or contracted services may not be held in the Fitness Center by members or outside persons.
- You may not bring in equipment, alter the use of existing equipment, make physical changes to the room, or any other action that changes the fundamental purpose of the equipment and/or use of the room without permission of the School Administration.

Notice

- Report observed damage or violations of rules to: Turner Trofholz at 402-527-5946 x5015 or ttrofholz@shelby.esu7.org
- Violation of Fitness Center rules will result in suspension or revocation of use privileges and forfeiture of remaining paid fees.

RATE SCHEDULE ON PAGE 2



Shelby-Rising City Public Schools

www.shelby.esu7.org
650 N Walnut St., PO Box 218, Shelby NE 68662
402-527-5946 / Fax 402-527-5133

Chip Kay Superintendent
Cody Bobolz, Secondary Principal
Denise Glock, Elementary Principal
Turner Trofholz, Activities Director

Rates

Rates are kept reasonable so that the facility is affordable, however, it is important that members adhere to the use rules listed below the rate schedule. Payments are made to Shelby-Rising City Schools and membership forms must be filled out at the school's main office during regular hours. Members (1 per membership) will be given a key FOB for facility access.

Replacement cards are available for \$10.

Family memberships may purchase one additional card for \$10.

	3-Month	6-Month	Year/Annual
Individual	\$40	\$80	\$150
Couple or Family	\$80	\$150	\$275
Sr. Citizen Single	\$30	\$60	\$100
Sr. Citizen Couple	\$40	\$80	\$125

- Out-of-District memberships must pay an additional \$25 fee.
- Family membership includes 2 adults + children living at home or in college. Extended family of those on a family membership may use the facility when in town, limited to 2 times per year.
- Senior Citizen rates apply to those 65 and older.
- INDIVIDUAL AND SENIOR CITIZEN MEMBERSHIPS CAN NOT BE SHARED.

RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR USE OF THE SCHOOL DISTRICT'S FITNESS CENTER

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

Declaration. I do hereby further declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my participation or use of the facilities and equipment. I do further hereby acknowledge that I have been informed of the need for a Physicians approval for my participation in exercise/fitness/weight loss activities, or use of equipment. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to participate in activities, use equipment and weight loss without the approval of a Physician and do hereby assume all responsibilities.

Acknowledgment of Risks. I understand and agree that fitness activities including weight lifting may be strenuous and/or hazardous activities, and I should contact a healthcare professional or doctor before beginning any new activities or weight loss program. I am voluntarily participating in these activities and using the facilities and equipment with full knowledge of the dangers involved. I understand the risks associated with weight lifting in the fitness center and other fitness activities, and that those risks include, but are not limited to, the possibility of concussions, repetitive motion injuries, overexertion, cuts and lacerations, eye injuries, muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or death. I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to these activities.

Release, Waiver and Indemnification. In consideration of permission granted by Shelby-Rising City Public Schools (the "School District") to use the School District's fitness center, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the School District, its board of education, officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against the school district and the parties named above for all personal injuries or loss of property which I incur by using the fitness center and its equipment or that otherwise result from my membership or participation in any fitness center activities, whether such injuries are caused by my negligence or the negligence of the School District or any of its employees, representatives, or volunteers. I agree to indemnify the School District, its board of education, officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

Responsibility for Supervision. I understand that the fitness center will be available to me only during hours designated by the administration and that I

am responsible for my own use of the fitness center and equipment at all times. I will inspect the facilities and equipment of the fitness center upon each visit before using any equipment.

Compliance with Rules. I agree to abide by all School District and/or fitness center rules now in force or that may be adopted in the future, and all directives given to us pertaining to the use of the fitness center.

THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.

Clearly PRINT the following information:

Name: _____ Address: _____
Birthdate: _____ City & Zip: _____
Date: _____ Phone C or H: (_____) ____ - _____
Signature: _____ E-Mail Address: _____

PARENT OR GUARDIAN IF MEMBER IS UNDER AGE 19:

We, the undersigned, have read this Application and Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OURSELVES AND OUR CHILD.

Clearly PRINT the following information:

Child's Name: _____
Child's Birthdate: _____
Father's Name: _____
Mother's Name: _____
Father's Signature: _____ Date: _____
Mother's Signature: _____ Date: _____

For Office Use Only

Membership Type: Individual Family/Couple Senior Citizen Out of District
Membership Length: 3 Month 6 Month Annual/Year
Paid by _____ \$ _____ on ____/____/____ Initial _____

Weeping Water Public School Fitness Center



Weeping Water Public School Fitness Center



Weeping Water Fitness Center:

1. 3,000sq feet
2. Enrollment: 96 students in 9-12th grade.
3. Students and staff have 1st priority
4. Open by key fob from 6:30pm-6:30am to community members via membership.
5. Have a walking track on the mezzanine above the basketball gym.
6. Fitness Center has entry level access and elevator access.
7. Use it to teach curriculum.
8. Passed their new addition with a bond issue. "Community embraced it knowing they had access."
9. They have a staff and student Wellness Policy.

School Wellness

Weeping Water Public Schools is committed to student wellness, both mind and body. This dedication has become the cornerstone of their educational philosophy, weaving itself into every thread of their daily experience.

The concept of the "whole child" shines brightly at Weeping Water. Here, education extends far beyond textbooks and tests. We recognize the intricate that in each student's life, understanding that academic success thrives alongside emotional and physical well-being. From kindergarten to graduation, a comprehensive range of programs and initiatives fosters this holistic approach.

A cornerstone of this philosophy is the robust wellness program. Nutritious meals fuel young minds, while mindfulness exercises and social-emotional learning (SEL) curricula equip students with the tools to navigate life's challenges. Weeping Water Public Schools prioritizes student wellness can empower learners to thrive. By nurturing the whole child, body, mind, and spirit, they cultivate not just academic excellence but well-rounded individuals ready to face the world with confidence and empathy.

Our assessment can be found in the left side panel.

The three goals of our Wellness plan moving forward are:

Nutrition Promotion Goal - The district will return to having community members as part of the committee. The district will recruit representatives from various stakeholder groups in our school and community.

Physical Activity Goal - To increase students' use of the wellness center and walking track across all grade levels.

Other Student Wellness Goal - WWPS will work to promote and encourage healthy lifestyles among its employees.

The Weeping Water Board of Education approved these goals at the February Board of Education meeting on February 19, 2024. The minutes of that board agenda can be found at the following link: [WWPS BOE February 19, 2024 Minutes](#)

School Wellness Committee

The Wellness Committee welcomes your suggestions and recommendations.

The Wellness Committee consists of the following members:

Kevin Reiman, WWPS Superintendent

Mary Mozena, PreK-8 School Principal

Jodie Nash, Food Service Services

Lisa Hohn, Elementary Admin Professional

Miki Valenta, High School Family and Consumer Sciences Teacher

Julie Meyer, Parent

6019

Prekindergarten (Preschool or Early Childhood) Program

The school board establishes a program to provide prekindergarten services for resident and non-resident students, also referred to as an early childhood or preschool program. The school district will provide the program in compliance with state law and 92 NAC 11 (Nebraska Department of Education "Rule 11"). The availability of the program is subject to the district being able to employ and retain appropriate and qualified personnel.

Purpose. The purpose of the program is to promote the social, emotional, intellectual, language, physical, and aesthetic development and learning for the children served and to promote family development and support.

Age Participation. The program will be available to children of the following ages:

- Children who are 3 years of age before July 31 of the enrollment year;
- Children who are 4 years of age at the start of the enrollment year; and
- Children who are 5 years of age at the start of the enrollment year, so long as they do not turn 6 years of age prior to January 1 of that year. Enrollment will be determined based on the criteria outlined below.

All enrollment is subject to capacity limitations and enrollment priorities established in this policy.

Five-Year-Old Participation. Participation of 5-year-old students who will not turn 6 prior to January 1 of the enrollment year will be further limited to those students who meet the following criteria:

1. Resident Students - "At-risk" children (as defined by Rule 11); the student has Individualized Family Service Plan (IFSP) or Individualized Education Plan (IEP) qualifications;
2. Out-of-District Students - "At-risk" children (as defined by Rule 11); the student has Individualized Family Service Plan (IFSP) or Individualized Education Plan (IEP) qualifications;
3. Resident Students - students qualifying based on a social-emotional screener.; and
4. Out-of-District Students - students qualifying based on a social-emotional screener.

Capacity Limitation. The maximum capacity for the program is 20 students in Brainard, and 20 students in Dwight. In the event where the total number of children registered for the program by July 15 rises above

20, the district will only offer the program to children with the following priority for enrollment:

1. 4-year-olds;
2. 3-year-olds;
3. "At-risk" children (as defined by Rule 11); the student has Individualized Family Service Plan (IFSP) or Individualized Education Plan (IEP) qualifications; and
4. Qualified five-year-old students

If the program is at capacity after July 15, further enrollment applications will be denied. Exception: If an "at-risk child" (as defined by Rule 11) moves into the district and the program is at capacity, the child will be enrolled in the program. If either program is at capacity, the student will be provided the opportunity to attend the other program or will be placed on a waitlist for their preferred program.

Program Coordinator. The program will be coordinated by an individual qualified by law to be a Program Coordinator.

Program and Staff Requirements. All teachers and administrators in prekindergarten programs must hold a valid certificate or permit to teach issued by NDE except as otherwise allowed by law or Rule 11.

Participation and Inclusion. Participation of children and families in the program will be voluntary. The program will not exclude children verified as having disabilities and will include to the extent possible children of diverse social and economic characteristics.

Birth Certificates. Within 30 days of enrollment, parents or guardians must submit a certified copy of the child's birth certificate or other documentation in compliance with the Missing Children Identification Act (sections 43-2001 through 43-2012).

Instructional Hours. Each class in the program will operate a minimum of 12 instructional hours per week during the school year. Programs receiving grant funds pursuant to state law will operate a minimum of 450 instructional hours per school year.

Fees. The district may charge a fee for its program in accordance with the Policy 5045 - Student Fees, provided that the fee may not exceed the actual cost of the program. If the district charges a fee, it will also use a sliding fee scale in order to maximize the participation of economically and categorically diverse groups. The district may waive fees on the basis of need.

General Reports. The head administrator will include information about the program in the NDE approved data system. All early childhood data is due as specified by the data system calendar.

Early Childhood Program Report. An Early Childhood Program Report Form will be submitted annually by October 15 on the form required by NDE.

Planning. Each program will have a planning period that complies with the requirements of Rule 11.

Coordination with Existing Programs and Funding Sources. The district will develop, and keep on file, a written plan to show that the program will be coordinated or contracted with existing programs in compliance with Rule 11 requirements. The district will develop and keep on file a written plan to coordinate and use a combination of local, state, and federal funding sources including, but not limited to, those listed in Rule 11 in order to maximize the participation of economically and categorically diverse groups of children and to ensure that participating children and families have access to knowledge of comprehensive services that may be available.

Additional Rule 11 Requirements. Rule 11 includes additional requirements that are not included in this policy, including but not limited to requirements addressing family development and support; developmentally and culturally appropriate curriculum, practices, and assessment; evaluation and quality assurance; program staff; child/staff ration and group size; facilities, equipment, health, and safety; meals and snacks, immunizations; supervision; toileting; infants and toddlers; Sixpence programs; and home-based programs. The district will comply with these additional requirements that are applicable to the program.

Special Education Act Compliance. Nothing in this policy allows the school district to fail to meet its responsibilities under the Special Education Act (section 79-1110 through 79-1167). To the extent there is any conflict between this policy or Rule 11 with the Special Education Act, the Act shall control.

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.

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: _____

[NOTE TO BE DELETED: Use this policy until January 1, 2025.]

2008 Meetings

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

1. Types of Meetings

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

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public.

Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include the . Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, and (2) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the

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

3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: _____

Revised on: _____

Reviewed on: _____

2009
Public Participation at Board Meetings

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

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

Except for closed sessions, the board will allow members of the public an opportunity to speak at each meeting. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

Adopted on: _____

Revised on: _____

Reviewed on: _____

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

I. Applicability of the Policy

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with

a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

Micro-purchase means 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.

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

For construction projects subject to this policy, simplified acquisitions are purchases that, in the aggregate amount, is 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.

B. Construction Projects with an estimated cost of between \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an

anticipated aggregate cost of \$109,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$109,000 and \$250,000.

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

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

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

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

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

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

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

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

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

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

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

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.322 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

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 and consistent with state law.

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

C. Full and Open Competition

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

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, 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.

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and

§§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

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

VI. Conflict of Interest and Code of Conduct

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

C. Favors and Gifts

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, with the limited exception of unsolicited items of nominal value.

D. Enforcement

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

VII. 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.

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. The Superintendent or his/her designee must consider these factors when making an allowability determination.

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.

VIII. 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.

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

C. 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: _____

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.

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 \$5,000, 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.

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.

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.

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. The Superintendent or his/her designee must consider these factors when making an allowability determination.

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: _____

3017
Official Communication with the Public

Only individuals who have prior administrative approval may issue press releases or other official communication regarding school-related activities and events in furtherance of the individual's official responsibilities. The superintendent may delegate responsibility for communicating with the media to building principals, the activities director, event sponsors, and other staff on an ad hoc basis.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3032 Fees for School District Records

Requests for school district records shall be subject to applicable fees. No fee shall be charged for providing a copy of a student or public record if a specific law or regulation requires the copy to be provided without charge.

Student Records. Students and their parents or guardians shall not be charged any fee to inspect and review the student's files or records. Students and their parents or guardians who desire a copy of the student's files or records shall pay the reasonable cost of reproduction as follows:

- Black and white letter or legal-sized photocopies: No charge for the first ____ copies; ____ cents for each copied page thereafter.
- Computer data printouts: No charge for the first ____ pages; ____ cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

Students and their parents or guardians **shall not be charged any fee:**

- To search for or retrieve any student's files or records.
- For a copy of a student's Individualized Education Plan (IEP).
- For copy of the special education evaluation report and the documentation of determination of eligibility for special education services upon completion of the administration of assessments and other evaluation measures.
- If the fee effectively prevents the parents from exercising their right to inspect and review student records.

Student Records – Transfer School. A copy of the student's files or records, including academic material and any disciplinary material relating to any suspension or expulsion shall be provided at no charge, upon request, to any public or private school to which the student transfers.

Public Records. Individuals requesting copies of public records shall pay the actual added cost of making the copies available.

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment obligation for the time of contractors necessarily incurred to comply with the copy request.

- For printouts of computerized data on paper, actual added cost may include computer run time and the cost of materials for making the copy.
- For electronic data, the actual added cost may include the reasonably calculated actual added cost of the computer run time, any necessary analysis and programming, and production of a report in the form furnished to the requester.
- For residents of Nebraska, the actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first eight hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first eight hours. The fee for records shall not include any charge for the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public. No special service charge or fee shall be charged for copies of blank forms or pages that have all meaningful information redacted.
- For nonresidents of Nebraska, the actual added cost used as the basis for the calculation of a fee for records may include a charge for the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records.
- The district shall not charge any fee for copies of public records that is prohibited by law but reserves the right to charge any other fee allowed by law.

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first ___ copies; ___ cents for each copied page thereafter.
- Computer data printouts: No charge for the first ___ pages; ___ cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

Deposit. The school district may require a deposit before providing copies of student or public records if the estimated cost to fulfill the request exceeds fifty dollars.

Waiver. Documents may be furnished without charge or at a reduced charge where the district determines that waiver or reduction is in the public interest.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3053 Nondiscrimination

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

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

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

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

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

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

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

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

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

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

The Pregnant Workers Fairness Act (PWFA) – requires covered employers to provide reasonable accommodations to qualified employee’s or applicant’s known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

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

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3057 Title IX

Nondiscrimination. The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, [Office Address], [Email Address], [Telephone Number]. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: [Insert Webpage Here]. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

Publication Notice. The school district will include the following notice on its website and in each handbook, catalog, announcement, bulletin, application form, and other places as required by law:

The school district prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link: [Insert Link to Notice of Nondiscrimination]

Retaliation Prohibited. Retaliation, including peer retaliation, is prohibited in the school district's education program or activity. If the school district has information about conduct that reasonably may constitute retaliation under Title IX, it may be required to treat it as an allegation of sex discrimination. Upon receiving a complaint alleging retaliation, the school district will initiate its grievance procedures or informal resolution process.

Definitions. As used in this policy, the following terms are defined as follows:

Complainant means an employee, a student, or a parent, guardian, or other individual with the legal right to act on behalf of a complainant who is alleged to have been subjected to conduct that could constitute sex discrimination, including sex-based harassment; or any other person who may have been subjected to sex discrimination when that person was participating or attempting to participate in the school district's education program or activity.

Complaint means an oral or written request to the school district that objectively can be understood as a request for the school district to

investigate and make a determination about alleged sex discrimination under Title IX.

Consent for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. School district officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

Respondent means a person who is alleged to have violated the school district's prohibition on sex discrimination. When a sex discrimination complaint alleges that the school district's policy or practice discriminates on the basis of sex, the school district is not considered a respondent.

Sex-based harassment prohibited by this part is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex that is:

Quid pro quo harassment. An employee, agent, or other person authorized by the school district to provide an aid, benefit, or service under the school district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

Hostile environment harassment. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the school district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the school district's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the school district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;

- The location of the conduct and the context in which the conduct occurred; and
- Other sex-based harassment in the school district's education program or activity.

Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

Sex Offenses, Forcible—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

- **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
- **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

Sex Offenses, Non-forcible—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

- **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

Dating violence meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

Domestic violence meaning felony or misdemeanor crimes committed by a person who:

- Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the school district, or a person similarly situated to a spouse of the victim;
- Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

Response to Sex-based Harassment.

All Employees. All school district employees must notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination, including sex-based harassment under Title IX.

Title IX Coordinator. The school district will designate and authorize at least one employee as the school district's "Title IX Coordinator," to coordinate the school district's efforts to comply with its responsibilities under Title IX and this policy. The superintendent or Title IX Coordinator is authorized to delegate specific duties to one or more designees.

For conduct that could constitute sex-based harassment, the Title IX Coordinator must take the following actions:

- Offer and coordinate supportive measures for the complainant and for the respondent;

- Notify the complainant or the individual who reported the conduct of the grievance procedures and, if appropriate, the informal resolution process.
- Take other appropriate steps to avoid the recurrence of sex discrimination and restore or maintain equal access to the school district's programs and activities.

Supportive Measures. The school district will provide supportive measures, as appropriate, in cases involving sex-based harassment. These measures may include but are not limited to: counseling; extending deadlines; increased supervision; no-contact directives; leaves of absence; changes in class, work, or activities, regardless of whether there is a comparable alternative; and training and education programs related to sex-based harassment. Supportive measures may be continued, modified, or discontinued at the conclusion of any grievance process. Supportive measures will not be disclosed to anyone other than the person to whom they apply and others, including school officials, who need to know the supportive measures to implement them.

Requests to Modify Supportive Measures. A complainant or respondent may request modification or reversal of the school district's decision to provide, deny, change, or terminate supportive measures applicable to them. Requests must be made to the Title IX Coordinator in writing, and an impartial individual will review the request.

Students with Disabilities. If the complainant or respondent is a student with a disability, the Title IX Coordinator will consult with one or more members of the student's IEP or Section 504 team to determine compliance with those laws while implementing supportive measures and all other requirements of this policy and Title IX.

Emergency Removal. The school district is authorized to remove a respondent from the school district's education program or activity on an emergency basis, provided that the school district undertakes an individualized safety and risk analysis; determines that an imminent and serious threat to the health or safety of a complainant or other persons arising from the allegations of sex discrimination justifies removal; and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

Administrative Leave. The school district is authorized to place an employee respondent on administrative leave from employment responsibilities during the pendency of the school district's grievance procedures.

Informal Resolution. The school district may offer an informal resolution process unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or informal resolution would be contrary to law. Prior to initiating informal resolution, the parties will be provided with notice of the allegations. Participation in informal resolution is voluntary, and any informal resolution will include consent from the complainant and respondent, the ability to withdraw from the process, and the right to resume the grievance process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

The informal resolution facilitator will not be the same person as the investigator or the decisionmaker in the school district's grievance procedures. Potential terms that may be included in an informal resolution agreement include but are not limited to restrictions on contact, restrictions on participation in programs or activities, and disciplinary sanctions.

If informal resolution is offered, the school district will maintain all evidence gathered, communications about the informal resolution process, and the agreement reached. This information will be disclosed to outside individuals only as permitted by law and if required to implement the requirements of the agreement or Title IX. If no agreement is reached, only relevant and permissible evidence received during the informal resolution process will be considered during the grievance process.

Grievance Procedures to Resolve Complaints of Sex Discrimination. Any person designated as Title IX Coordinator, investigator, or decision maker will not have a conflict of interest or bias for or against any party, generally or specifically. The decisionmaker may be the same person as the Title IX Coordinator or investigator.

Complaint. Complaints of sex-based harassment may only be made by a complainant; a parent, guardian, or other individual with the legal right to act on behalf of a complainant; or the Title IX Coordinator. Complaints of sex discrimination (excluding complaints of sex-based harassment) may be made by any person who was participating or attempting to participate in the school district's education program or activity at the time of the alleged sex discrimination.

Complaint by Coordinator. In the absence of a complaint made by any other individual, the Title IX Coordinator will determine whether to initiate a complaint of sex discrimination. The Title IX Coordinator must consider, at a minimum, the following factors:

- The complainant's request not to proceed with the initiation of a complaint;

- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee of the school district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If the Title IX Coordinator initiates a complaint, they will notify the complainant prior to doing so and address reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures.

Consolidation of Complaints. The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references in this section to a party, complainant, or respondent include the plural, as applicable.

Basic Procedures. This grievance procedure is governed by the following basic requirements:

- A respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedure;
- The school district will treat the complainant and respondent equitably throughout the grievance process;
- The school district will take reasonable steps to protect the privacy of individuals participating in the grievance process in a manner that does

not restrict the parties from obtaining and presenting evidence, speaking to witnesses, consulting with family members or advisors, or otherwise participating in the grievance process;

- The District will use the following timelines for each complaint, but the Title IX Coordinator or designee may extend them as needed:

Major Stage	Target Duration (calendar days)
Completion of the school district's decision whether to dismiss or investigate a complaint of sex discrimination	1-15
Investigation	1-30
Determination	1-30
Appeal	1-20

Notice of Allegations. Upon initiation of the grievance procedure, the school district will provide notice of the allegations to the parties whose identities are known. The notice will include a copy of this policy; the parties involved in the incident(s); the conduct alleged to constitute sex discrimination; and the date(s) and location(s) of the alleged incident(s), if available. Retaliation is prohibited.

If the school district decides to investigate additional allegations of sex discrimination that are not included in the initial notice, the school district will provide notice of the additional allegations to the parties.

Complaint Investigation. The burden is on the school district to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The individual investigating and deciding the complaint will:

- Provide an equal opportunity for the parties to present fact witnesses and relevant and permissible evidence;
- Objectively review all evidence gathered through the investigation and determine what evidence is relevant and permissible;
- Provide each party with an accurate description of the relevant and permissible evidence, and upon request, copies of this evidence;
- Provide the parties a reasonable opportunity to respond to the evidence;
- Use a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility, but

credibility will not be based upon any individual's status as a complainant, respondent, or witness; and

- Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Relevant and Permissible Evidence. The school district will consider relevant and permissible evidence. Relevant evidence is evidence related to the allegations of sex discrimination under investigation as part of the grievance procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

- Evidence that is protected under a privilege as recognized by Federal or State law;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional in connection with the provision of treatment to the party or witness unless the school district obtains that party's or witness's voluntary, written consent for use in this grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless that evidence is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

Determining Whether Sex Discrimination Occurred. The school district will:

- Use the preponderance of the evidence standard of proof, that it is more likely than not, to determine whether sex discrimination occurred;
- Use only relevant and permissible evidence to reach a determination;

- Notify the parties in writing of the determination whether sex discrimination occurred, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
- If there is a determination that sex discrimination occurred, coordinate and provide remedies to restore equal access, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur;
- Not discipline a party, witness, or others participating in a school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

Dismissal of a Complaint. A complaint of sex discrimination made through the grievance procedure may be dismissed for any of the following reasons:

- The school district is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the school district's education program or activity and is not employed by the school district;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that without the complainant's withdrawn allegations, the remaining alleged conduct would not constitute sex discrimination even if proven;
- The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint under this paragraph, the school district must make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The school district will notify the complainant that a dismissal may be appealed and provide the complainant with an opportunity to appeal the

dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent that the dismissal may be appealed on the bases set out in this policy. Upon the dismissal of a complaint, at a minimum, the school district will:

- Offer supportive measures to the complainant, and offer supportive measures to the respondent if the respondent has been notified of the complaint;
- Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

Appeal. The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

Time for Appeal. Appeals may only be initiated by submitting a written Notice of Appeal to the superintendent within three (3) calendar days of the party's receipt of (1) the written determination of whether sex discrimination occurred from which the appeal is taken, or (2) the written dismissal of the complaint from which the appeal is taken.

Notice of Appeal Filed By Party. The Notice of Appeal must include (a) the name of the party or parties appealing, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from the following subsection) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy and Title IX.

Appeals of Dismissals. If a dismissal is appealed, the school district will provide notice of the allegations to the complainant and respondent if not provided previously.

Appeal Decision. The decisionmaker for the appeal will be an individual who did not take part in the investigation, determination, and/or decision to dismiss the complaint. The appeal decisionmaker will notify the parties of the result of the appeal and the rationale for the result.

Disciplinary Sanctions and Remedies. If it is determined that sex-based harassment occurred, the school district may impose disciplinary sanctions that may include suspension, expulsion, mandatory reassignment, adverse employment action up to and including termination, or any other actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation.

Superintendent Authorized to Contract. The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the school district’s investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

Recordkeeping. The school district will maintain the following documents for a period of at least seven years:

- For each complaint of sex discrimination, records documenting the informal resolution process or grievance procedures and the outcome.
- Records documenting the actions the school district took to meet its obligations under Title IX for any allegation of sex discrimination.
- All materials used to provide training as required by this policy. The school district will make these training materials available upon request for inspection by members of the public.

Adopted on: _____

Reviewed on: _____

Revised on: _____

3059
Audio and Video Recording

Students, staff, parents/guardians, and patrons should assume that any class or activity in the school may be recorded by the school district for legitimate educational purposes. There is no reasonable expectation of privacy within classrooms, common areas of the school building or on school grounds outside of the building. Recordings permitted pursuant to this policy may only be used for authorized purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

Secret Recordings. No person is permitted to make surreptitious recordings on school grounds unless authorized by the superintendent.

Recordings Made by The District. The district may use cameras or other devices for purposes of making security, safety, or other recordings when such recordings are deemed necessary or appropriate by an authorized representative of the district. The district will not maintain recordings unless the recording is purposefully copied and saved. Any recording not copied and maintained separately may only be accessible by the authorized representative for a limited time. Recordings made by the district may be destroyed by an authorized representative at any time unless retention is required by law.

Recordings Made by Parents/Guardians and Patrons. Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

Recordings Made by Staff. Staff members may make recordings of classroom instruction, student behavior or performance, and school activities

without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

Recordings Made by Students. This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student’s education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (*e.g.*, AngelSense) must be approved by the student’s education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

NOTE TO BE DELETED: THIS POLICY IS FOR ALL CLASS III SCHOOL DISTRICTS AND CLASS I AND II SCHOOL DISTRICTS THAT HAVE DECIDED NOT TO ALLOW EMPLOYEES AND CONTRACTORS TO CARRY FIREARMS ON SCHOOL GROUNDS.

3060 Firearms and Weapons for Non-Students

Weapons. No person may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. **Definition of Weapon.** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms. No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. **Definition of Firearm.** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

Exceptions Regarding Firearms. The prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers' Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training;
2. The possession of firearms by peace officers or other duly authorized law enforcement officers

The carrying of firearms by qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18 U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;

4. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
5. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or
6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

Consequences. In the event a person violates this policy, the school may:

- Make a report to law enforcement;
- Ban any violator from school grounds, school vehicles, or school events for any time period it deems appropriate; and/or
- Take any other action allowed by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4011
Employee Leave Under the Family and Medical Leave Act
(FMLA)

The school district shall provide leave to its employees in accordance with the Family and Medical Leave Act ("FMLA"). The terms used herein shall have the meaning ascribed to them under the FMLA. Employees may also qualify for leave under the Nebraska Family Military Leave Act, which is covered under the district's policy for that law. If an employee qualifies for leave under both the Family and Medical Leave Act and the Nebraska Military Leave Act, any leave taken by the employee will count concurrently toward the leave limits of both acts.

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for ***unpaid*** leave under this policy, an employee must:
 - a. Make the request for leave at a time when the school district employs 50 or more workers;
 - b. Have been working for the school district for at least 12 months prior to the request; and
 - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.
3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

1. The school district will grant an eligible employee up to a total of 12 workweeks of **unpaid** leave under the following conditions:
 - a. For birth of a son or daughter, and to care for the newborn child;
 - b. For placement of a son or daughter with the employee for adoption or foster care;
 - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job; or
 - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation

2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military Members and covered Veterans, so long as the covered Veteran was discharged or released under conditions other than dishonorable at any

time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

3. During the single 12-month period described in paragraph I(B)(2), an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs I(B)(1) and I(B)(2). Nothing in this paragraph shall limit the availability of leave under paragraph I(B)(1) during any other 12-month period.

C. Limitations on Leave

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:
 - a. The aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and
 - b. The aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a Covered Servicemember and the husband and wife employees are both either the son, daughter, parent, or next of kin of such Covered Servicemember, if the leave is taken for this reason or a combination of

this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

D. Qualifying Notice and Certification

Employees seeking to use FMLA leave will be required to provide:

1. 30-day advance notice when the need to take the leave is foreseeable; provided, if (a) the leave is for needed treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), the employee shall provide such notice to the school district as is reasonable and practical;
2. Medical certification supporting the need for leave due to a Serious Health Condition affecting the employee or family member or to care for a Military Member, and/or due to a Serious Injury or Illness to care for a Veteran;
3. Second or third medical opinions and periodic re-certifications (at the school district's expense);
4. Certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation;
5. Certification supporting the need for leave to care for a Veteran who was discharged or

released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and

6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

When leave is needed to care for a family member, for the employee's own illness, or to care for a Covered Servicemember, and such leave is foreseeable based on planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the school district's operations.

II. Relationship with District During Leave

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the FMLA and this policy shall be unpaid leave.

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.
2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the

number of workweeks of FMLA leave to which the employee is entitled.

3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

C. Group Health Plan Benefits

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.
2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

D. Intermittent or Reduced-Schedule Leave

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.
 - a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.
 - b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave

intermittently or on a reduced-leave schedule when medically necessary.

- c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.
- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness
- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
- f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead

of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

2. If an eligible employee requests intermittent leave or leave on a reduced-leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the school district may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Such alternative position must have equivalent pay and benefits as the employee's permanent position.
3. Leave taken on an intermittent or reduced-schedule basis will be tracked hourly.

III. Return from Leave

A. Restoration to Position

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
2. Any leave taken under this policy will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.
3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the

employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.
2. If the school district intends to deny restoration to such an employee, it will:
 - a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;
 - b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;
 - c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
 - d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the

continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

- A.** The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.

- B.** To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.

- C.** Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

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

4053
Conflict of Interest

Any school district employee who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For the purposes of this policy:
 - a. Business with which an employee is associated shall include the following:
 - (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
 - (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.
 - b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
 - c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes
2. Contracts with the School District.
 - a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is

awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

- b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

3. Employing Members of the Immediate Family.

- a. An employee may employ or recommend or supervise the employment of an immediate family member if:
 - (1) The employee does not abuse his or her position.
 - (a) Abuse of official position shall include, but not be limited to, employing an immediate family member:
 - (i) who is not qualified for and able to perform the duties of the position;
 - (ii) for any unreasonably high salary;
 - (iii) who is not required to perform the duties of the position.
 - (2) The employee makes a reasonable solicitation and consideration of applications for employment.
 - (3) The employee makes a full disclosure on the record to the governing body of the school district and to the secretary of the board.
 - (4) The board approves the employment or supervisory position.

- b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.
4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment
- a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
 - (1) a public official, public employee, or candidate.
 - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
 - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
 - b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.
 - c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.
 - d. An employee shall not use or authorize the use of personnel, resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.
5. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
 - b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
 - c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.
 - d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
 - e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.
6. Additional Procedures Applicable to Employees With An Annual Salary and Benefits of More than \$150,000 Per Year
- a. Staff whose annual salary and benefits exceed one hundred fifty thousand dollars should assess whether they have a conflict of interest before taking any action or making any decision.
 - b. Employees have a conflict of interest pursuant to this subdivision of the policy when their actions or decisions may cause financial benefit or detriment to themselves, a business with which they are associated or a member of their immediate family.

- i. When assessing whether a conflict of interest exists, qualifying staff members should assess whether the benefit or detriment identified is distinguishable from the effects of such action on the public generally or a broad segment of the public.
 - ii. If qualifying employees are unsure as to whether a conflict of interest exists, they may apply to the Nebraska Political Accountability and Disclosure Commission for an opinion as to whether they have a conflict of interest.
 - c. Qualifying employees who determine that a conflict of interest does exist under this policy shall:
 - i. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
 - ii. Deliver a copy of the statement to the secretary of the board of education, who shall enter the statement onto the public records of the school district; and
 - iii. Abstain from participating in the matter in which the employee has a conflict of interest.
 - d. This subsection does not prevent a qualifying employee from making or participating in the making of a decision to the extent that the employee's participation is legally required for the action or decision to be made.
- 7. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

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

5001
Compulsory Attendance and Excessive Absenteeism

"School success is 90 percent showing up; the other half is mental." Yogi Berra

Research on policies and practices that effectively encourage regular student attendance share some key components:

1. Education of parents regarding school attendance requirements.
2. Effective policies and practices to monitor attendance.
3. Clear definition of excessive absenteeism and a two-stage response to excessive absences.

The board has considered this educational research and used it to create the following policy on 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.

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 and 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 an exempt 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.

Expectations for Regular Attendance:

1. Students are expected to attend every class, every day.
2. The only "excused" absences shall be:
 - a.) absences when a licensed health care provider has confirmed in writing that, in his/her professional medical opinion and within his/her scope of practice, the student or a child whom the student is parenting is so physically or mentally ill that attendance of the student is impracticable or impossible;
 - b.) absences when the Nebraska State Patrol confirms in writing that weather conditions have made the roads impassable so that the student's attendance impracticable or impossible;
 - c.) student attendance at a school-sponsored activity;
 - d.) student has been suspended or expelled from school by the school district; and

Commented [1]: One of the biggest complaints we hear from school administrators about student attendance is that parents call students in "sick" when the student is not really too ill to attend. This definition of "excused" absence will not include the minor illnesses that students routinely contract (stomach flu, colds and other viruses). That means the student will be counted "absent" on those days that the parent calls him/her in ill. Parents may elect to take a child to see a physician for these minor illnesses to secure the "excused" absence if the student is approaching a benchmark level of absences.

- e.) absences required by law enforcement, child protective services or a court of competent jurisdiction, confirmed in writing to the school district.
3. All other absences, including absences for minor physical or mental illnesses, family events, routine medical appointments are simply "absences."
 4. Upon return from every absence or partial-day absence, students must remain after school for 30 minutes to meet with teachers, work on missed assignments or simply to study. The location and supervision of the student will be determined by the building principal in consultation with the student's classroom teacher(s).
 5. Students must not be absent from any course more than seven days in any given quarter in order to earn academic credit for that course for that quarter. Students who lose credit in any given course due to absences may appeal that loss of credit to his/her building principal.

Commented [2]: With the elimination of the emotionally-loaded term "truant" schools will be free to treat all absences the same – hopefully creating a culture where the expectation is that the student is in school.

Commented [3]: Education research has shown that student attendance dramatically increases when the school imposes a small consequence for every absence that inconveniences the student. The consequence must be small enough that staff will ALWAYS impose it and that students and families accept it as an expected event.

Commented [4]: There are some cases in which courts have held that schools may not revoke academic credit once a student has received it. The educational research is overwhelming in indicating that a system of grade reduction as a result of absences is ineffective in improving student attendance. However, a consistently enforced system of total loss of credit, when paired with the other policy elements in this sample, has been shown to be effective.

Attendance Incentives:

Building principals will establish attendance incentives for their students. Those may include:

- Special Recognition of students who have 95% or greater attendance each quarter
- Excusal from certain classroom assignments (final exam, written report) for students with 95% or greater attendance each semester
- Special rewards (movie day, field day, extra recess) for students who have 95% or greater attendance

At the conclusion of each quarter building principals report to the board what incentives were implemented and the effectiveness of the incentive in improving student attendance and engagement.

Commented [5]: The education research shows that small social and student-oriented incentives are highly effective in improving student attendance. The benchmark for achieving the incentive must be attainable – thus "perfect attendance awards" are actually less effective than a lower benchmark. The rewards must be something which students value, so they should vary by students' developmental levels.

When students are absent from school, district staff will respond as follows:

First Stage Response to Absences

1. A member of district staff will contact parent via telephone for every absence if the parent has not contacted the school in advance.
2. After a student's third absence in any given quarter, the school's attendance officer will schedule a meeting with the student's parents or guardians. That meeting will be documented on the attached form.
 - a. This meeting must be attended by attendance officer, parents, social worker or principal, and the student (if appropriate)
 - b. The meeting shall be documented

Commented [6]: Personal contact by staff has been shown to be highly effective in improving student attendance. Automated calling systems are less effective, the research shows.

- c. The meeting shall develop a collaborative plan to assist the student in improving his/her attendance
- 3. Building principals must meet with teachers who have 10% of their students miss seven or more days of class in any given quarter to review strategies to increase student engagement. A consistent pattern of student absences from a teacher's classes may result in a formal remediation plan.
- 4. The superintendent must meet with the building principal if more than 10% of students miss seven or more days of class in any quarter to review strategies to improve the school building's climate. A consistent pattern of building-wide absenteeism may result in a formal remediation plan.

Commented [7]: A consistent pattern in the research on improving student attendance is that students miss a lot of classes which are not engaging. A pattern of student absenteeism could be a signal that a classroom teacher is not using effective methods of student engagement. This also signals that the board of education expects staff to care about improving student attendance.

Commented [8]: Another fairly surprising element of the research on student absenteeism is that student attendance is directly linked to a school's building climate. A building with chronic attendance issues may be a symptom of poor school climate. This provision also will create incentives for building principals to be engaged and creative in addressing student patterns of absenteeism.

Commented [9]: The board can substitute "shall" for "may" if it wishes to require reporting upon the 20 day trigger.

Second Stage Response to Absences

Students who accrue more than 20 absences in a school year may be referred to the county attorney for action under NEB. REV. STAT. § 43-247(3)(a) and (b).

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: _____

Acknowledgment of Receipt

I understand that consistent school attendance is required by state law. I also understand that student achievement is directly linked to excellent attendance. I have received the board of education's new policy on student attendance and have reviewed it.

Student Name _____

Student Signature _____

Date _____

Parent/Guardian Name _____

Parent/Guardian Signature _____

Date _____

Commented [10]: This is not required, but the educational research shows a strong link between improved student attendance and clear communication of expectations to parents. At least in the first year of a new approach like this, it is probably a good idea to have a separate sign-off for the policy.

5004 Option Enrollment

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for ensuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

1. Definitions

- a. **Option Student Defined.** Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. **Resident School District Defined.** Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. **Option School District Defined.** Option school district means the school district that a student chooses to attend other than his or her resident school district.
- d. **Elementary School Defined.** Elementary school means grades K - [redacted].
- e. **Middle School Defined.** Middle school means grades [redacted] - [redacted].
- f. **High School Defined.** High school means grades [redacted] through 12.

2. **Persons Entitled to Apply for Option Enrollment of Students.** Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

3. **Duties, Entitlements and Rights of Option Students.** Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

4. **Standards for Acceptance or Rejection of Option Students.**

- a. Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been identified as a student with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.
- b. Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.
- c. Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.
- d. Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

- i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
 - ii. Would require the procurement of new equipment, technology, or furnishings;
 - iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
 - iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
 - v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.
 - e. **Prohibited Standards.** The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.
 - f. **Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:
 - i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;
 - ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.
 - g. **Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.
- 5. False or Misleading Option Applications.** If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.

- 6. Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.
- 7. Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.
- 8. Procedure for Students Optioning Into or Out of the School District.**
 - a.** The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.
 - b.** On or before April 1st, the school district shall notify the parent or legal guardian of any student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.
- 9. Late Applications and Requests for Release**
 - a.** The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:
 - i.** When the district has already entered into contracts with teaching staff for the following school year;
 - ii.** When the district has already contracted for the performance of specific services for the student;
 - iii.** When the release of the student would have a negative financial impact or loss of revenue for the district.

b. The board of education will approve late applications to option into the district under the following conditions:

i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;

ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

b. The board of education will deny all applications to option into the district that are received by the district after March 15 of the school year prior to the student's requested enrollment.

c. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15th no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

10. Students Who Do Not Need a Release from the Resident District

a. A student does not need to be released from his/her resident district or the option school district the student is attending at the time of application under the following circumstances:

- i. When the student has relocated to a different resident school district after February 1
- ii. When a student's option school district merges with another district effective after February 1

b. The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

11. Cancellation of Option.

Students who option either into or out of the school district shall:

- a. Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.
- b. Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

12. Authority of Superintendent.

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

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

[NOTE TO BE DELETED: THERE ARE THREE CHOICES FOR OPTION TRANSPORTATION BELOW; SELECT ONE AND DELETE THE OTHERS]

5005 Transportation

The school district will provide free transportation, partially provide free transportation, or pay an allowance for transportation in lieu of free transportation on each day school is in session to the students who reside in the district and qualify for transportation according to the district's transportation plan. The families of students who will not be provided transportation pursuant to the district's plan or who must drive students to a pick-up point will be reimbursed according to statute if they qualify for such reimbursement. Parents seeking mileage reimbursement must submit requests to the district on forms which may be obtained from the office of the Superintendent of Schools.

When a student who has been attending the district is placed into foster care, school district staff will collaborate with state and local child welfare agencies to determine whether transportation is required under state law when it is in the child's best interest that their school of origin be maintained. The district will only provide transportation to students placed in foster care when the responsible child welfare agency agrees to reimburse the school district for the cost of transportation or when transportation is otherwise required by law. The board designates the **Superintendent of Schools** as the initial point of contact for child welfare agency representatives to discuss transportation issues related to children in foster care.

Students who are homeless will be provided with transportation pursuant to Board Policy 5014.

The district will provide transportation to tuition students in accordance with the contract provisions, if any, for services from the contracting districts.

The use of buses for class parties, field trips, and similar purposes shall require the prior approval of the superintendent or appropriate principal.

[OPTION 1]. Option Transportation. The board of education does not provide transportation services or mileage reimbursement for option-enrolled students unless otherwise required by law

[OPTION 2] Option Transportation. The board of education provides transportation to option students only if (a) the option student lives on an existing bus route or (b) the option student makes arrangements to be picked up and dropped off at preexisting stops along an existing bus route. The district does not provide mileage reimbursement for option-enrolled students unless otherwise required by law.

[OPTION 3] Option Transportation. The board of education shall annually set the rate for transportation services for option-enrolled students. Such transportation may only be enacted if there is mutual agreement between the school district and the parent or legal guardian of the option student. If such agreement is reached, the stops at the option homestead will be recorded by the school vehicle operator and a billing fee will be assessed to the parent or legal guardian on an annual basis. If two or more option students from the same homestead use school transportation, the district will charge for each trip made. Under no circumstances will an option student(s) be provided school transportation to and from his/her homestead if the result of such transportation (1) necessitates the addition of a third bus route and/or (2) increases the time necessary to run the complete bus route beyond the limit of one hour.

If the option student resides within the distance of one mile of the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ per mile per stop.

If the option student resides a distance greater than one mile but less than or equal to two miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first mile and \$.____ for the additional mile per stop.

If the option student resides a distance greater than two miles but less than or equal to three miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first two miles and \$.____ for the additional mile, per stop.

If the option student resides a distance greater than three miles but less than or equal to four miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first three miles and \$.____ for the additional mile, per stop.

If the option student resides a distance greater than four miles but less than or equal to five miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first four miles and \$.____ for the additional mile, per stop.

For distances greater than five miles from the route used to reach a homestead which is a regular bus stop for a resident student, the same formula used to determine the above quoted rates will be used to determine the fee.

Students who qualify for free lunch may be entitled to transportation or mileage reimbursement pursuant to state law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5008 Pregnant or Parenting Students

The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy. Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

I. Accommodations Regarding Attendance and Participation

A. Generally

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

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

B. Students with Disabilities

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

C. Title IX

When a student, or a person with a legal right to act on a student's behalf, informs a District employee of the student's pregnancy or related conditions, the District will inform the student of the Title IX Coordinator's contact information. The employee will also inform the student that the Title IX Coordinator can coordinate actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity.

The District will make reasonable accommodations to the District's policies, practices, and procedures as necessary to prevent sex discrimination and ensure equal access to the District's education program or activity. The District will coordinate reasonable modifications based on the student's individualized need. The District will consult with the student when determining what reasonable modifications may be appropriate, and the student has the discretion to accept or decline the reasonable modifications offered by the District.

The District will allow the student to voluntarily access any separate and comparable portion of the District's education program or activity. The District will allow the student to voluntarily take a leave of absence from the District's education program or activity to cover, at a minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. Upon the student's return, the student will be reinstated to the student's academic status, and as practicable, to the extracurricular status that the student held when the voluntary leave began.

II. Accommodations Regarding Lactation and Breastfeeding

A. Accommodations

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.
2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which

- accommodates the student's needs while facilitating education to the maximum extent possible.
3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

B. Educational Process

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5035 Student Discipline

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

Any disciplinary action taken by staff must be consistent with the requirements of other applicable laws, including but not limited to the IDEA, Section 504, and Title IX.

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

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

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

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school

employee or his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

Any student who is suspended must be given an opportunity to complete any classwork and homework missed during the period of suspension, including, but not limited to, examinations ("makeup work"). Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a parent or guardian at the time of suspension. Suspended students may not be required to attend the school's alternative program for expelled students in order to complete classwork or homework.

Short-Term Suspension

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An

opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

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

Weapons and/or Firearms

Weapons. No student may possess, handle, or transmit any weapon while on school grounds, in a school vehicle, or at any school activity or event off school grounds except as permitted by this policy. ***Definition of Weapon.*** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms. No student may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. ***Definition of Firearm.*** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

Exceptions Regarding Firearms and Weapons. The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:

1. The issuance of firearms to or possession of firearms by members of the Reserve Officers Training Corps when training or
2. Firearms which may lawfully be possessed by the person receiving instruction under the immediate supervision of an adult instructor who may lawfully possess firearms.

Consequences - Firearm. Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school

for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

Consequences – Weapon. State law and this policy provide that any student who violates this policy by knowingly bringing, possessing, handling or transmitting a weapon, other than a firearm, on school grounds, in a school owned vehicle, or at a school activity or event off school grounds may be suspended on a long-term basis, mandatorily reassigned, or expelled for the remainder of the school year in which the expulsion takes effect (if the misconduct occurs during the first semester) or the remainder of the second semester, summer school, and the first semester of the following school year (if the misconduct occurs during the second semester).

Confiscation of Firearms and Weapons. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm or weapon possessed in violation of this policy. Any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

Report to Law Enforcement Authorities. All school personnel are required to report any violation of this policy to a principal or the superintendent of schools. Pursuant to state and federal law, school personnel are required to report to law enforcement authorities when a student brings a firearm to school.

Long-Term Suspension

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

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the

following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.

2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such

activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-

- 320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
 11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally

considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;

- i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violations of the district's acceptable computer use policy;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
- n. Violation of the school's audio and video recording policy; and
- o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
 - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession

of the school board or board of education no later than forty-eight hours prior to the hearing.

9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294).

Reporting Requirement to Law Enforcement

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5049
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NOTE TO BE DELETED: This policy satisfies the minimum requirements of the *Healthy, Hunger-Free Kids Act of 2010* and its final rule. Schools that wish to adopt a more "aggressive" policy with higher standards may do so and should contact KSB for policy language that is in-line with their goals.

5052 School Wellness

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.*

1. Goals for Nutrition Promotion and Education

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

2. Goals for Physical Activity

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.

- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

3. Goals for Other School-Based Activities Designed to Promote Student Wellness

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities, as well as encourage students to use active transport (walking, biking, etc.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:

- i. USDA National School Lunch and School Breakfast nutrition standards
 - ii. USDA Smart Snacks in School nutrition standards.
- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

6. Food and Beverage Marketing

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.
- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a score board with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and

advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

7. Public Participation

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, and Fundraisers)

- a. Definitions. "Competitive food" means all food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 available for sale to students on the school campus during the school day. For the purpose of competitive food standards implementation, "school day" means the period from the midnight before to 30 minutes after the end of the official school day.
- b. Applicability. Except as otherwise allowed by the Nebraska Department of Education (NDE) or applicable law, all competitive food sold during the school day must meet the USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11. The competitive food restrictions do not apply to food sold during non-school day hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)
- c. Fundraiser Exemptions. A special exemption is allowed for the sale of food and/or beverages that do not meet the competitive food standards as required in this section for the purpose of conducting an infrequent school-sponsored fundraiser. The specially exempted fundraisers must not take place more than the frequency specified by NDE during such periods that schools are in session. No specially exempted fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.

- d. Other Exemptions. The only other nutrition exemptions from the competitive food requirements are those found in 7 CFR § 210.11.
- e. Other Limitations. No competitive food can be sold to children anywhere on school premises beginning one half hour before breakfast and/or lunch service until one half hour after meal service unless all proceeds earned during these time periods go to the school nutrition program.

9. Triennial Assessment

The school board shall assess and review this policy at least every three years to determine:

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

10. Public Notice

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

11. Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

12. Operational Responsibility

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated June 2020 to Reflect the USDA Final Rule) [found at https://api.healthiergeneration.org/resource/2](https://api.healthiergeneration.org/resource/2).

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 school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

Appointment and Qualifications of a Hearing Examiner. 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: _____

6036
Reading Instruction and Intervention Services

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

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

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

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

The first assessment for kindergarten students must occur within the first 45 calendar days that school is in session of each school year. For all other grades, the first assessment must occur within the first 30 calendar days that school is in session of each school year.

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

Deficiency Identification. Any student in kindergarten through third grade performing below the threshold level as determined by the Nebraska Department of Education shall be identified as having a reading deficiency for purposes of the Nebraska Reading Improvement Act and this policy. A student who is identified as having a reading deficiency shall remain identified as having a reading deficiency until the student performs at or above the

threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act or this policy shall prohibit a school district from identifying any other student as having a reading deficiency.

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

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

The supplemental reading intervention program may also include:

- Reading intervention practices that are evidence-based;
- Diagnostic assessments to identify specific skill-based strengths and weaknesses a student may have;
- Frequent monitoring of student progress throughout the school year with instruction adjusted accordingly;
- Intensive intervention using strategies selected from the following list to match the weaknesses identified in the diagnostic assessment:
 - Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
 - Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
 - Daily targeted individual or small-group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;

- Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
- Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

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

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

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

NDE Professional Learning System. The Nebraska Department of Education provides a professional learning system. The elementary school(s) and early childhood education programs approved by the State Board of Education will ensure that teachers who teach children from four years of age through third grade are aware of the professional learning system and are adequately trained regarding evidence-based reading instruction to effectively instruct students in reading.

NDE Report. On or before July 1 of each year, the school district will provide the required information relating to dyslexia to the Nebraska Department of Education.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6038 Artificial Intelligence

As used in this policy, artificial intelligence tools (“AI Tools”) mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChaptGPT, Google Bard, and other chatbots.

The board recognizes that among other resources, when properly used, AI Tools may provide valuable source information to students and teachers in relation to the district’s academic curriculum and assignments. Student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Unless an individual teacher affirmatively communicates to students that AI Tools may be used for a specific assignment, then AI Tools may not be used. Individual teachers will decide for each individual assignment the extent to which students may use AI Tools for such assignment. Teachers are encouraged to make such a decision in advance of students being given the individual assignment in question.
2. Teachers will communicate to all students responsible for completing an assignment the extent to which such students may use AI Tools in connection with such assignment. Teachers will endeavor to include in such communications examples of permissible and impermissible uses of AI Tools.
3. If a student uses any AI Tools in connection with a school assignment, the student must comply with the following:
 - a. The student must explicitly disclose to the teacher in writing that the student used an AI Tool and the specific AI Tool used.
 - b. In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give proper attribution to the AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not

necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.

- c. In no instance may the output from one or more AI Tools be copied and placed within a student’s work as if the student wrote such section himself or herself. For example and not limitation, students may not outsource the organization or the writing of any written work to any AI Tool.
4. A student’s failure to meet the requirements stated in this policy will constitute a violation of the district’s prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.
5. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6039

Repeat of Grade at Parent-Guardian Request

Parents and guardians may request that their student repeat a grade level under the following conditions:

Students in Kindergarten through Fourth Grade

Parents and guardians of students in kindergarten through fourth grade may request that their student repeat the grade level that the student has just completed under the following conditions:

- 1) If the student is at least one year below grade level and behind the child's typically developing peers in reading, English, and language arts such that the child does not possess the necessary academic skills required to succeed in reading, English, and language arts at grade level for the next grade to which the student would otherwise advance; or
- 2) If the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed; or
- 3) If the student experienced a severe mental or physical illness resulting in hospitalization of two or more weeks during the school year.

Students in Fifth through Twelfth Grade

Parents and guardians of students in fifth through twelfth grade may request that their student repeat the grade level that the student has just completed if the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed.

Procedure for Parent Requests for Student Grade Repetition

Parents and guardians who seek to have their student repeat the grade level just completed must submit a written request to the student's building principal no earlier than the day after the last scheduled student attendance day of the school year, and no later than two weeks after that date. This deadline may be waived by the superintendent for good cause shown. The request must include written documentation that provides evidence that the parents or guardians believe substantiate that the conditions outlined above have been met.

The principal shall promptly forward the request to the superintendent or his/her designee, along with any building-level information about the student which the principal believes will be relevant to the superintendent or designee in responding to the parents' or guardian's request.

The superintendent or designee shall review the request and promptly schedule a meeting with the parents or guardians. At this meeting, the superintendent or designee shall identify any alternative educational opportunities available to the student, including remedial instruction if applicable, and verify any special education supports available to the student. If the child's parent or guardian still intends to have such child repeat a grade, the parent or guardian shall complete a form prescribed by the Nebraska Department of Education and return the form to the office of the superintendent of schools.

Upon completion of the form and if all requirements pursuant to this policy are met, the school district shall have the child repeat the child's grade for the next school year.

Nothing in this policy modifies the school district's policies on mandatory attendance and reporting excessive absenteeism to the county attorney or other members of law enforcement. Likewise, nothing in this policy shall dictate or direct the provision of special education or related services, including but not limited to any IEP team decision about the appropriate educational placement of a child with a disability under Rule 51 of the Nebraska Department of Education.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6041
Malcolm X Day Education

Each year on May 19th, designated as El-Hajj Malik ElShabazz, Malcolm X Day, the school district will hold suitable exercises in recognition of the sacrifices of the late Nebraska Hall of Fame inductee El-Hajj Malik El-Shabazz, Malcolm X, and his contributions to the betterment of society. When May 19th falls on a Saturday or Sunday, the district will provide the suitable exercises during the preceding or following week. The program shall be implemented within any applicable laws and/or regulations.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6042 Projection Maps

The school district will only use the Gall-Peters projection map or a similar cylindrical equal-area projection map or the AuthaGraph projection map for display or use in the classroom. Use of the Mercator projection map is prohibited unless:

1. The Mercator projection map is used in conjunction with other projection maps in a teaching exercise to demonstrate that all maps are flawed in some way and different map projections serve different functions and may affect how individuals view the world; or
2. The Mercator projection map is part of any:
 - a. book or material obtained prior to July 19, 2024; or geographic information system; or computer program that renders a three-dimensional representation of Earth based primarily on satellite imagery, such as Google Earth or similar software; and
 - b. a Gall-Peters projection map or similar cylindrical equal-area projection map or an AuthaGraph projection map is displayed in the classroom or shown to students during the lesson in which a Mercator projection map is used.

Adopted on: _____

Revised on: _____

Reviewed on: _____

SUMMER PROJECTS 2024

Project	Est. Cost	Start Date	
Roof Replacement Project	\$205,000	May 28	June 10
5th & 6th Grade - Brainard - Carpet, Cabinets, lights	\$80,822	May 28	Demo has begun
Concrete Work - Brainard	\$4,175	June	
Main Gym Floor - Resealing	\$3,300	July 6	
Sand, repaint, and reseal MPR	\$12,945	July 6	
Stripe parking spaces at both buildings	\$150	June-July	
Carpet - Elem SPED & HS Math - Brainard	\$4,560	June	
Gutters for Dwight Elementary	\$7,998	May-June	Completed
New Gym Stage Lighting	\$27,942	Business Donations	Equipment Ordered
TOTAL	\$346,892		

Board of Education Regular Meeting
Monday, May 13, 2024 6:30 P.M.
East Butler School - Brainard, NE

1. Call Meeting To Order at 6:30 P.M.

2. Roll Call - Present: Brandon Jisa, Megan Kozisek, Ryan Pekarek, Dylan Spatz, Sarah Strizek, and Kim TePoel. Also present: Mr. Michael Eldridge, Superintendent, Mr. Mark Cidlik, Secondary Principal, and Mr. Shawn Biltoft, Elementary Principal.

3. Flag Salute/Open Meetings Act Statement

4. Celebration of #EvenBetter

5. Patron's Comments

6. Discussion/Informational Items

6.1. East Butler Foundation Board Update - Joni Ringdahl, President of the East Butler Foundation Board, shared an update about the work that the Foundation board has done over the past year.

6.2. Summer Projects Update & Schedule - Mr. Eldridge provided a list of summer projects that are currently scheduled. The east main entrance of the Brainard building will not be accessible while the roof project is ongoing. Those needing into the building will need to call the main office at 402-545-2081.

6.3. Legislative Update (LB 1201) - Mr. Eldridge provided updated information for the school board on specific pieces of legislation after the conclusion of the session: LB 388 - Finance Package Bill and LB 71 - Parent Transparency Bill

7. Consent Agenda

7.1. Approval of Minutes

7.2. Treasurer's Report

7.3. Approval of Resignations and Hires - Hire of Megan Pelan as Foundation Administrative Assistant and Mike Muck as Route Bus Driver for the remainder of the 2023-2024 school year and part-time summer maintenance.

Consent Agenda passed with a motion by Dylan Spatz and a second by Brandon Jisa.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

8. Regular Agenda

8.1. Discuss, consider, and take all necessary action on the proposed stage lighting bids.

Approval of the stage lighting bid from Heartland Scenic Studio (\$27,942) passed with a motion by Dylan Spatz and a second by Sarah Strizek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

8.2. Discuss, consider, and take all necessary action on the proposed quote of Apple iPads for the K-2 grades.

Approval of 25 iPads for the K-2 grades (\$6,975.00) passed with a motion by Kim TePoel and a second by Ryan Pekarek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

9. Administrative Comments - Mr. Cidlik reported on: Master Schedule; Americanism Law; Secondary Students Upcoming Schedule; Testing; and Carl Perkins Grant Projects. Mr. Biltoft reported on: TigerBots Presentation; Pyramid Training; Reading & Math Program (RAMP); and Field Day/Last Day; Mr. Eldridge shared a budget update with the board.

10. Adjournment

Motion to adjourn at 7:43 P.M. passed with a motion by Kim TePoel and a second by Dylan Spatz.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

Kim Fuehrer
Recording Secretary

Activity Fund Balance Report - Account - Exclude Encumbrances

06/2024 - 06/2024

Regular; Beginning Month 06/2024; Processing Month 06/2024; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	FUND BALANCE	*Previous Balance				146.40
		*Ending Balance:	0.00	0.00	0.00	146.40
05 704 2001	ACADEMIC DECATHALON	*Previous Balance				1,080.80
		*Ending Balance:	0.00	0.00	0.00	1,080.80
05 704 2002	AG MEMORIALS	*Previous Balance				2,500.00
		*Ending Balance:	0.00	0.00	0.00	2,500.00
05 704 2003	ANNUAL	*Previous Balance				12,969.09
		*Ending Balance:	0.00	0.00	0.00	12,969.09
05 704 2004	ATHLETIC	*Previous Balance				19,282.94
		*Ending Balance:	0.00	0.00	0.00	19,282.94
05 704 2005	BOX TOPS/ PPT	*Previous Balance				0.00
		*Ending Balance:	0.00	0.00	0.00	0.00
05 704 2006	CHEERLEADERS	*Previous Balance				2,618.29
		*Ending Balance:	0.00	0.00	0.00	2,618.29
05 704 2007	CLOSE UP	*Previous Balance				3,572.97
		*Ending Balance:	0.00	0.00	0.00	3,572.97
05 704 2008	COLLEGE ACCESS GRANT	*Previous Balance				666.20
		*Ending Balance:	0.00	0.00	0.00	666.20
05 704 2009	CONCESSIONS	*Previous Balance				3,060.85
		*Ending Balance:	0.00	0.00	0.00	3,060.85
05 704 2010	DANCE TEAM	*Previous Balance				204.51
		*Ending Balance:	0.00	0.00	0.00	204.51
05 704 2011	DRAMA	*Previous Balance				3,611.25
		*Ending Balance:	0.00	0.00	0.00	3,611.25
05 704 2012	DRUG FREE PROGRAM	*Previous Balance				395.49
		*Ending Balance:	0.00	0.00	0.00	395.49
05 704 2014	FBLA	*Previous Balance				1,697.37
		*Ending Balance:	0.00	0.00	0.00	1,697.37
05 704 2015	FCCLA	*Previous Balance				202.18
		*Ending Balance:	0.00	0.00	0.00	202.18
05 704 2016	FFA	*Previous Balance				26,721.09
		*Ending Balance:	0.00	0.00	0.00	26,721.09

Activity Fund Balance Report - Account - Exclude Encumbrances

06/2024 - 06/2024

Regular; Beginning Month 06/2024; Processing Month 06/2024; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 2017	FFA GREENHOUSE	*Previous Balance				16,941.47
		*Ending Balance:	0.00	0.00	0.00	16,941.47
05 704 2023	CLASS OF 2023	*Previous Balance				0.00
		*Ending Balance:	0.00	0.00	0.00	0.00
05 704 2024	CLASS OF 2024	*Previous Balance				25.17
		*Ending Balance:	0.00	0.00	0.00	25.17
05 704 2025	CLASS OF 2025	*Previous Balance				2,563.08
		*Ending Balance:	0.00	0.00	0.00	2,563.08
05 704 2026	CLASS OF 2026	*Previous Balance				2,776.52
		*Ending Balance:	0.00	0.00	0.00	2,776.52
05 704 2027	CLASS OF 2027	*Previous Balance				341.55
		*Ending Balance:	0.00	0.00	0.00	341.55
05 704 3001	LAPTOP INITIATIVE	*Previous Balance				16,886.92
		*Ending Balance:	0.00	0.00	0.00	16,886.92
05 704 3002	LETTERCLUB	*Previous Balance				1,611.94
		*Ending Balance:	0.00	0.00	0.00	1,611.94
05 704 3003	MISCELLANEOUS	*Previous Balance				0.00
		*Ending Balance:	0.00	0.00	0.00	0.00
05 704 3004	MUSIC	*Previous Balance				504.73
		*Ending Balance:	0.00	0.00	0.00	504.73
05 704 3005	NATIONAL HONOR SOCIETY	*Previous Balance				315.36
		*Ending Balance:	0.00	0.00	0.00	315.36
05 704 3006	SPEECH	*Previous Balance				17.76
		*Ending Balance:	0.00	0.00	0.00	17.76
05 704 3007	STUDENT COUNCIL	*Previous Balance				2,497.75
		*Ending Balance:	0.00	0.00	0.00	2,497.75
05 704 3009	WR SPIRIT LEADERS	*Previous Balance				514.69
		*Ending Balance:	0.00	0.00	0.00	514.69
05 704 3010	SKILLS USA	*Previous Balance				2,271.82
		*Ending Balance:	0.00	0.00	0.00	2,271.82
05 704 3011	CAREER TECHNICAL EDUCATION	*Previous Balance				9,389.10
		*Ending Balance:	0.00	0.00	0.00	9,389.10

Activity Fund Balance Report - Account - Exclude Encumbrances

06/2024 - 06/2024

Regular; Beginning Month 06/2024; Processing Month 06/2024; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 **ACTIVITY FUND**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 3012	ESPORTS	*Previous Balance				14.02
		*Ending Balance:	0.00	0.00	0.00	14.02
05 704 3013	VOLLEYBALL	*Previous Balance				0.00
		*Ending Balance:	0.00	0.00	0.00	0.00
		Fund Total: 05	0.00	0.00	0.00	135,401.31

Regular; Processing Month 06/2024; Accounts to Include Accounts with Activity; Fund Number 01

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	PROPERTY TAXES	0.00	0.00	5,778,250.38	0.00	(5,778,250.38)
01 1115	CARLINE	0.00	0.00	2,237.79	0.00	(2,237.79)
01 1120	PUBLIC POWER DISTRICT-SALES TAX	0.00	0.00	8,970.13	0.00	(8,970.13)
01 1125	MOTOR VEHICLE TAXES	0.00	0.00	227,816.14	0.00	(227,816.14)
01 1370	PRE-SCHOOL TUITION	0.00	0.00	12,325.00	0.00	(12,325.00)
01 1510	INTEREST	0.00	0.00	14,549.63	0.00	(14,549.63)
01 1800	COMMUNITY SERVICE ACTIVITIES	0.00	0.00	14,900.00	0.00	(14,900.00)
01 1911	LOCAL LICENSE FEES	0.00	0.00	2,160.00	0.00	(2,160.00)
01 1990	MISC LOCAL REV	0.00	0.00	0.00	0.00	0.00
	Subtotal: LOCAL RECIEPTS	0.00	0.00	6,061,209.07	0.00	(6,061,209.07)
01 2110	COUNTY FINES/LICENSES	0.00	0.00	16,682.86	0.00	(16,682.86)
01 2130	OTHER COUNTY RECEIPTS	0.00	0.00	43.02	0.00	(43.02)
01 2210	ESU RECEIPTS	0.00	0.00	0.00	0.00	0.00
	Subtotal: 2000	0.00	0.00	16,725.88	0.00	(16,725.88)
01 3110	STATE AID	0.00	0.00	515,195.00	0.00	(515,195.00)
01 3120	SPED PROGRAMS/SCHOOL AGE	0.00	0.00	471,348.00	0.00	(471,348.00)
01 3125	SPED TRANSPORTATION/SCHOOL AGE	0.00	0.00	0.00	0.00	0.00
01 3130	HOMESTEAD EXEMPTION	0.00	0.00	35,991.36	0.00	(35,991.36)
01 3400	STATE APPORTIONMENT	0.00	0.00	73,481.38	0.00	(73,481.38)
01 3551	CAREER EDUCATION	0.00	0.00	7,500.00	0.00	(7,500.00)
	Subtotal: 3000	0.00	0.00	1,103,515.74	0.00	(1,103,515.74)
01 4105	UNIVERSAL SERVICES E-RATE	0.00	0.00	0.00	0.00	0.00
01 4310	REAP	0.00	0.00	29,524.00	0.00	(29,524.00)
01 4505	TITLE I	0.00	0.00	6,464.00	0.00	(6,464.00)
01 4511	TITLE VI (REAP)	0.00	0.00	0.00	0.00	0.00
01 4518	SPED IDEA Part B	0.00	0.00	86,867.00	0.00	(86,867.00)
01 4530	OTHER FED CAT REC	0.00	0.00	700.00	0.00	(700.00)
01 4708	MEDICAID IN PUBLIC SCHOOLS	0.00	0.00	6,425.87	0.00	(6,425.87)
01 4998	ESSER III	0.00	0.00	58,415.00	0.00	(58,415.00)
	Subtotal: 4000	0.00	0.00	188,395.87	0.00	(188,395.87)
01 5200	TRANSFERS	0.00	0.00	11,471.52	0.00	(11,471.52)
01 5690	OTHER NON-REVENUE RECEIPTS	0.00	0.00	48,624.88	0.00	(48,624.88)
	Subtotal: 5000	0.00	0.00	60,096.40	0.00	(60,096.40)
01 9000	NON-PROGRAM RECEIPTS	0.00	0.00	0.00	0.00	0.00
	Subtotal: NON-PROGRAM RECEIPTS	0.00	0.00	0.00	0.00	0.00
	Fund Total:	0.00	0.00	7,429,942.96	0.00	(7,429,942.96)

June 12, 2024				
SPECIAL BUILDING FUND BILLS				
Klement Electric, Inc		Chk# 1316		
		\$1,679.15		
DEPRECIATION FUND BILLS				
No Special Building Bills in May				
QUALIFIED CAPITAL IMPROVEMENT PURPOSE UNDERTAKING FUND (QCPUF)				
BOKF, NA		Chk# 1020		
		\$7,858.75		

PAID IN MAY 2024			
PRE-APPROVED BILLS (GENERAL FUND)			
5/15/24			
Butler Public Power District	Chk# 43126	Dwight Electricity	\$580.12
Home Depot Credit Services	Chk# 43127	Sprinkler Plumbing Repair parts	\$120.35
5/21/24			
US Bank One Card	Chk# 43128	Welder, Freeze Dryer, Sam's Renewal	\$9,299.18
5/22/24			
Embassy Suites	Chk# 43129	State FCCLA Rooms	\$1,750.00
Connie Styskal	Chk# 43130	Gas Reimbursement	\$27.24
5/23/24			
Northside Café, Inc.	Chk# 43131	End of Year Celebration Breakfast	\$660.00
First National Bank - Credit Card	Chk# 43055	Pest Control	\$49.52
Sure Stay Plus Hotel	Chk# 43056	State Skills Hotel Rooms	\$954.00
5/28/24			
Cash - First Nebraska Bank	Chk# 43132	Petty Cash for Postage	\$10.57
Voided Check	Chk# 43133		\$0.00
		TOTAL	\$12,447.46

Treasurer's Report for the Board of Education

June 12, 2024

Month of May 2024

General Fund (FNB)

Beginning of the Month Balance	\$ 562,133.38
Receipts	\$ 2,315,660.67
Interest	\$ 671.37
Expenditures	\$ 783,725.06
Transfer from Bank of the Valley	\$ 0.00
End of Month Balance	\$ 2,094,740.36

General Fund (BOV)

Beginning of the Month Balance	\$ 857,040.96
Transfer to First Nebraska Bank	\$ 0.00
Interest	\$ 2,806.82
End of the Month Balance	\$ 859,847.78

Total of Accounts \$ 2,954,588.14

MCAULIFFE PRIZE 12 MONTH (due 04/5/21) \$ 545.96

BANK OF THE VALLEY 12 MONTH \$ 415,472.39

Special Building Fund (FNB)

Beginning of the Month Balance	\$ 148,448.65
Butler County Taxes	\$ 166,555.88
Saunders County Taxes	\$ 86,270.01
Seward County Taxes	\$ 2,186.15
Receipts	\$ 275,414.82
Interest	\$ 131.05
Expenditures	\$ 0.00
Transfer to Bank of the Valley	\$ 00.00
End of Month Balance	\$ 422,315.37

Special Building Fund (BOV)

Beginning of the Month Balance	\$ 503,704.92
Transfer from First Nebraska Bank	\$ 0.00
Interest	\$ 1,649.64
End of the Month Balance	\$ 505,354.56
Total of Accounts	\$ 927,669.93

Qualified Capital Purpose Undertaking Fund

Beginning of the Month Balance	\$ 141,321.62
Receipts	\$ 57,668.72
Interest	\$ 73.14
Expenditures	\$ 0.00
End of Month Balance	\$ 191,204.73

Student Fees Fund

Beginning of the Month Balance	\$ 14,949.47
Receipts	\$ 0.00
Service Charge	\$ 3.00
Expenditure	\$ 40.00
End of Month Balance	\$ 14,906.47

Depreciation Fund

Beginning of the Month Balance	\$ 280,793.47
Receipts	\$ 0.00
Transfer	\$ 0.00
Interest	\$ 400.81
Expenditures	\$ 116,805.00
End of Month Balance	\$ 164,389.28

Employee Benefit Fund

Beginning of the Month Balance	\$ 7,856.54
Receipts	\$ 0.00
Transfer	\$ 0.00
Interest	\$ 3.31
Expenditures	\$ 0.00
End of Month Balance	\$ 7,606.50

Nebraska Liquid Asset Fund

Beginning of the Month Balance	\$ 0.06
Receipts	\$ 0.00
Interest	\$ 0.00
Expenditures	\$ 0.00
End of Month Balance	\$ 0.06

Activity Fund

Beginning of the Month Balance	\$ 138,526.75
Receipts	\$ 22,297.21
Interest	\$ 59.41
Expenditures	\$ 22,706.37
End of Month Balance	\$ 138,177.00
First Nebraska Bank - 18 mo (Close Up CD #1353)	\$ 2,649.40
First Nebraska Bank - 12 mo (Close UP CD# 1514)	\$ 2,477.63

Lunch Fund

Beginning of the Month Balance	\$ 55,544.28
Receipts	\$ 15,138.80
Interest	\$ 19.28
Expenditures	\$ 35,709.99
End of Month Balance	\$ 34,992.37

06/05/2024 05:11 PM

Unposted; Batch Description General Fund Invoices-0122

User ID: BSJ

Vendor Name	Vendor Description	Amount
Checking Account ID 1	Fund Number 01 GENERAL FUND	
ACCO BRANDS USA LLC		347.04
AMAZON CAPITAL SERVICES		4,997.25
AMPLIFY EDUCATION, INC		1,571.27
APACE		1,801.01
APPTEGY, INC		9,536.00
AWARDING YOU		559.00
BALE COMPANY		223.20
BANNER PRESS		217.98
BONGERS, SANDRA		115.27
BSN SPORTS		600.81
BURESH LAWN CARE		3,000.00
BUTLER COUNTY HEALTH		1,451.27
BUTLER COUNTY WELDING		1,632.00
CANON FINANCIAL SERVICES		3,813.38
CANON SOLUTIONS AMERICA INC		78.98
CENTRAL NEBRASKA REHABILITATION SERVICES		450.49
CTF SERVICE INC		922.70
CULLIGAN OF COLUMBUS		232.00
DAVID CITY ACE HARDWARE		177.13
DIDIER GROCERY		162.95
DIVERSIFIED DRUG TESTING		195.00
DOZLER, BECKY		81.04
EAKES OFFICE SUPPLY		201.07
EAST BUTLER ACTIVITIES		375.00
EAST BUTLER FOUNDATION		25.00
ELECTRONIC ENGINEERING COMPANY		517.50
EMANUEL PRINTING, INC		283.83
ESU #7		30,099.33
ESU COORDINATING COUNCIL		639.10
FAMILY SERVICE		5,849.50
FRONTIER COOPERATIVE CO		5,040.19
FUEHRER, KIM		101.36
GIBBS SMITH EDUCATION		593.46
HD SUPPLY FORMERLY HOME DEPOT PRO		890.82
HEINEMANN		2,620.73
HILLTOP ROLLOFFS DBA CALLAWAY ROLLOFFS		545.00
HOLTHUS, LESLIE		1,988.00
IDEABANK MARKETING		3,232.24
ISLAND SPRINKLER SUPPLY		5.10
JW PEPPER AND SON INC		85.00
KSB SCHOOL LAW		1,602.00
LIGHTBOX SYSTEMS		1,943.63
LINCOLN JOURNAL STAR		84.23
LINCOLN WINNELSON SUPPLY CO		8.09
MADISON NATIONAL LIFE INS CO		777.69
MCGRAW HILL SCHOOL LLC		5,735.58
MIDWEST TECHNOLOGY PRODUCTS		73.60
MUCK, MICHAEL		94.00
MYSTERY SCIENCE		425.00
NE SAFETY CENTER @ UNK		665.00
NEBRASKA ASSOCIATION FOR CURRICULUM, INSTRUCTION & ASSESSMENT		40.00
NEBRASKA COUNCIL OF SCHOOL ADMINISTRATORS		675.00
NIXON COMPANY, THE		237.50
NWEA		4,650.00

Vendor Name	Vendor Description	Amount
ONE SOURCE THE BACKGROUND CHECK COMPANY		48.00
PAPER 101		4,445.30
PITSCO EDUCATION, LLC		544.04
POWERSCHOOL GROUP LLC		5,438.60
QUILL CORPORATION LLC		399.90
REALLY GREAT READING CO, LLC		1,804.90
SCHOOL SPECIALTY LLC		474.80
SELECT PLUMBING INC		656.42
SEWARD COUNTY INDEPENDENT		37.27
SKILLS USA NEBRASKA		1,880.00
STEVE WEISS MUSIC INC		1,938.95
STYSKAL, CONNIE		20.01
VILLAGE OF BRAINARD		4,739.43
VILLAGE OF PRAGUE		24.00
WAHOO NEWSPAPER		43.40
WAHOO-WAVERLY-ASHLAND NEWSPAPERS		100.59
WENGER CORPORATION		4,229.12
WINDSTREAM NEBRASKA, INC.		255.59
Fund Number 01		<u>129,349.64</u>
Checking Account ID 1		<u>129,349.64</u>

	<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>	
Check Date:	06/20/2024	Batch Description: June 2024 PR-0002						
Processing Month:	06/2024	Status: Calculated Successfully						
Checking Account ID:	1							
ADD								
ACTIVITYTR Activity trips			528.31					
BEREAVE Bereavement Leave			261.84					
COVER Covering Classes			10,220.00					
HOLIDAY Holiday Pay			1,194.24					
HOURLY Hourly Pay			64,186.92					
OT Overtime Pay			2,089.04					
PARASUB ParaEducator Substitute			700.00					
PERSONAL Personal Time			1,160.36					
PERSTIME Unused Personal Day			1,450.00					
SICK Sick Time Used			1,043.60					
SICKTIME Unused Sick Leave			2,237.50					
SUBDRIVER Substitute Bus Driver			135.88					
SUBTEACHER Substitute			6,750.00					
TIGERKIDSC Tiger Kids Club			2,804.50					
VACATION Vacation Time			1,134.96					
			<u>95,897.15</u>					
CONTRACT								
C01 Contract 1			235,189.89					
C02 Contract 2			17,003.84					
C04 Title 1			2,611.31					
C05 Extra Services			1,500.00					
			<u>256,305.04</u>					
DEDUCTION								
ACCIDENT ACCIDENT		301.79			301.79	AFLACREMI	AFLAC REMITTANCE SERVICES	
ACCIDENTCO ACCIDENT-COLONI		75.68			75.68	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO	
CANCER CANCER		213.34			213.34	AFLACREMI	AFLAC REMITTANCE SERVICES	
CANCERCOLO CANCER-COLONIAL		44.20			44.20	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO	
COLONSTD COLONIALSTD		43.60			43.60	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO	
DENTALPOST FAMILY DENTAL		1,027.12	1,756.04		2,783.16	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE	
DENTALPRE DENTAL		312.38	234.20		546.58	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE	
DEPCARE DEPENDENT CARE		208.33			208.33	EASTBTLR2R	EAST BUTLER SCHOOL DIST 2R	
HEALTH HEALTH INSURANC		1,756.74	85,782.40		87,539.14	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE	
HORACEMANN HORACE MANN ANN		100.00			100.00	HORACEMAN	HORACE MANN LIFE INS CO	
HOSPPRE HOSPITAL - PRET		142.22			142.22	AFLACREMI	AFLAC REMITTANCE SERVICES	
STDISAB SHORT TERM DISA		114.56			114.56	AFLACREMI	AFLAC REMITTANCE SERVICES	
URM URM		1,393.17			1,393.17	EASTBTLR2R	EAST BUTLER SCHOOL DIST 2R	
VISION VISION		550.23			550.23	VISION	VISION SERVICE PLAN	
WADREED FTC ANNUITY		933.57			933.57	WADDELLAN	FTC	
		<u>7,216.93</u>	<u>87,772.64</u>	<u>0.00</u>	<u>94,989.57</u>			
INDIVIDUAL BANK ACCOUNT DEDUCTION								
HSA HSA		510.18	3,190.54		3,700.72			D
		<u>510.18</u>	<u>3,190.54</u>	<u>0.00</u>	<u>3,700.72</u>			
RET DEDUCTION								
NPERS RETIREMENT	334,329.50	32,697.43	33,024.38		65,721.81	RET	NEBRASKA SCHOOL RETIREMENT A SYS	
		<u>32,697.43</u>	<u>33,024.38</u>	<u>0.00</u>	<u>65,721.81</u>			
TAX								
FIT FIT	313,513.16	23,301.76			23,301.76	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
FUTA FUTA	352,155.91							
MEDICARE MEDICARE	347,244.16	5,035.03	5,035.03		10,070.06	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
SITNE SIT NE	313,513.16	11,248.10			11,248.10	SITNE	NEBRASKA DEPARTMENT OF REVENUE	A

Payroll Register - Totals
Unposted; Payroll Type Extra, Pay Off Contracts, Regular, Void

Checking Account ID: 1

	<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>	
SOCSEC SOC SEC	347,244.16	21,529.16	21,529.16		43,058.32	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
SUTANE SUTA NE	352,155.91							
WCNE WORK COMP NE	352,155.91							
		61,114.05	26,564.19	0.00	87,678.24			

Net Pay: 250,663.60
Cash Total: 502,753.94

Non - FIT Taxable Deductions	38,689.03
Non - SIT Taxable Deductions	38,689.03
Non - SOC SEC Taxable Deductions	4,958.03
Non - MEDICARE Taxable Deductions	4,958.03
Direct Deposits	254,364.32
Automatic Payments	153,400.05
Adds + Contracts + Deduction Adds	352,202.19



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000162104940.1	Sales Rep	Ryan Riddle
Total	\$10,370.38	Phone	(800) 456-3355, 6179704
Customer #	11823391	Email	Ryan_Riddle@Dell.com
Quoted On	Oct. 06, 2023	Billing To	LIZ LAWRENCE
Expires by	Nov. 05, 2023		EDUCATIONAL SERVICE UNIT 7
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		2657 44TH AVE
Contract Code	C000000979569		COLUMBUS, NE 68601-8537
Customer Agreement #	MHEC-04152022		
Solution ID	18324799.1		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Ryan Riddle

Shipping Group

Shipping To	Shipping Method
DAN ELLSWORTH EDUCATIONAL SERVICE UNIT 7 2657 44TH AVE COLUMBUS, NE 68601-8537 (402) 564-5753	Standard Delivery

Product	Unit Price	Quantity	Subtotal
PowerEdge R760 Tailor Made - [PE_R760_TM]	\$10,370.38	1	\$10,370.38

Subtotal:	\$10,370.38
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$10,370.38
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: **\$10,370.38**



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Shipping Group Details

Shipping To

DAN ELLSWORTH
 EDUCATIONAL SERVICE UNIT 7
 2657 44TH AVE
 COLUMBUS, NE 68601-8537
 (402) 564-5753

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
PowerEdge R760 Tailor Made - [PE_R760_TM]	\$10,370.38	1	\$10,370.38

Estimated delivery if purchased today:

Nov. 07, 2023

Contract # C000000979569

Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
2.5 Chassis	379-BDTF	-	1	-
No Rear Storage	379-BDTE	-	1	-
No GPU Enablement	379-BDSR	-	1	-
PowerEdge R760 Server	210-BDZY	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
3.5" Chassis with up to 12 SAS/SATA Drives, LP Adapter PERC 11	404-BBDS	-	1	-
Intel Xeon Gold 5416S 2G, 16C/32T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400	338-CHSL	-	1	-
Intel Xeon Gold 5416S 2G, 16C/32T, 16GT/s, 30M Cache, Turbo, HT (150W) DDR5-4400	338-CHSL	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
No HBM	379-BFFD	-	1	-
Heatsink for 2 CPU configuration (CPU greater than 165W)	412-ABCP	-	1	-
Performance Optimized	370-AAIP	-	1	-
4800MT/s RDIMMs	370-AHCL	-	1	-
Unconfigured RAID	780-BCDS	-	1	-
PERC H755 Adapter, Low Profile	405-AAYY	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
High Performance Fan x6	750-ADRE	-	1	-
Dual, Hot-Plug, Power Supply Redundant (1+1), 1400W, Mixed Mode	450-AJHG	-	1	-
Riser Config 1, 6x8 FH Slots (Gen4), 2x16 LP Slots (Gen4)	330-BBYK	-	1	-
Motherboard supports ONLY CPUs below 250W (cannot upgrade to CPUs 250W and above)	329-BJLR	-	1	-
iDRAC9, Enterprise 16G	528-CTIC	-	1	-
No OCP 3.0 mezzanine NIC card	412-AASK	-	1	-
Broadcom 5720 Dual Port 1GbE Optional LOM	540-BDKD	-	1	-
No Cables Required	470-AEYU	-	1	-
Dell Luggage Tag	321-BHMY	-	1	-
PowerEdge 2U LCD Bezel	325-BETK	-	1	-
BOSS-N1 controller card + with 2 M.2 480GB (RAID 1)	403-BCRU	-	1	-

BOSS Cables and Bracket for R760 (Riser 1)	470-AFMF	-	1	-
No Quick Sync	350-BBYX	-	1	-
iDRAC, Legacy Password	379-BCSG	-	1	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
No Operating System	611-BBBF	-	1	-
No Media Required	605-BBFN	-	1	-
ReadyRails Sliding Rails	770-BEKK	-	1	-
Fan Foam, HDD 2U	750-ACOM	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AAACK	-	1	-
PowerEdge R760 Shipping	340-DCEP	-	1	-
PowerEdge R760 Shipping Material	340-DJQY	-	1	-
PE R760 No CCC or CE Marking	343-BBSU	-	1	-
ProSupport 7x24 Technical Support and Assistance 3 Years	886-5644	-	1	-
ProSupport Next Business Day On-Site Service After Problem Diagnosis 3 Years	886-5652	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	886-5653	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
On-Site Installation Declined	900-9997	-	1	-
16GB RDIMM, 4800MT/s Single Rank	370-AGZO	-	8	-
2TB SAS ISE 12Gbps 7.2K 512n 3.5in Hard Drive	400-BLLQ	-	8	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	2	-
Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Low Profile, V2, FIRMWARE RESTRICTIONS APPLY	540-BDRK	-	1	-
Intel E810-XXV Dual Port 10/25GbE SFP28 Adapter, PCIe Full Height	540-BCYK	-	1	-

Subtotal:	\$10,370.38
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$10,370.38

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecifictterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



80 E. McDermott Dr.
 Allen, TX 75002
 Phone 1-800-876-3507
 Fax (866) 947-4604

Remit Payments To:
 JourneyEd.com, Inc.
 Attn: Accounts Receivable
 P.O. Box 732357
 Dallas, TX 75373-2357

Quote

Quote # 10530778
Valid Through 11/05/23
Sales Rep Christine McConnell
Direct 636-238-5606
Ship Via Ground
Email cmcconnell@journeyed.com

BILL TO

Accounts Payable
 ESU 7
 2657 44th Avenue
 Columbus, NE 68601

SHIP TO

Dan Ellsworth
 ESU 7
 2657 44th Avenue
 Columbus, NE

Items

Line #	Part #	OS	Description	Price	Qty	Line Price
1	1900317		Microsoft Win Server DC Core 2022 Aing 16 Lic Core License 2 procs 32 cores total	1,229.93	2	2,459.86

2	1900317		Microsoft Win Server DC Core 2022 Aing 16 Lic Core License 2 procs up to 16 cores total	1,229.93	1	1,229.93
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2459.86
 Subtotal: ~~\$3,689.79~~
 Shipping: 0
 Tax: \$0.00
 Total: ~~\$3,689.79~~
2459.86

Notes

- Term - quotes are valid for 30 days from the date issued. Any changes made to the quote may affect the pricing offered.
- Payment - this quote assumes payment by check or ACH. Payment by credit card will result in an additional 3% fee to cover costs.
- Products - by accepting this quote, you agree to review all products, quantities, and system requirements to ensure they are correct.
- Availability - quotes do not hold or guarantee product availability.
- Returns - Most unopened items may be returned within 30 days of receipt for a refund. All software Licensing and Electronic Software Downloadable (ESD) products are non-returnable and non-refundable.
- We reserve the right to modify our policies at any time without prior notice to our customers.
- Please include your tax exempt ID number on all purchase orders.
- Terms & Conditions: http://journeyed.com/page/terms_and_conditions

Signature: _____

JourneyEd.com

Page 1 of 1



**Secondary Principal Report
May 2024**

I. Central Community College Independent Mechatronics Education Curriculum

- A. We are excited to launch a 12-credit-hour program through CCC, taught by Mr. Palensky in our Residential Electricity and Mechatronics classes. This program is a step in meeting the growing demand for Mechatronics, Process Instrumentation, and Control Technicians in the workforce. It will also open up a new pathway in our STS offerings, providing our students with even more opportunities for their future careers.
- B. Mr. Palensky has enrolled in four sessions at CCC to become certified to teach the classes.
- C. Students will be contacted about the course change because now they will need to take residential electricity and mechatronics for college credit.
- D. Central Community College will give each student the electrical boards to use during the class. CCC will charge students \$16 per credit hour. Over two years, four classes will be taught: Concepts of Electronics I, Introduction to Instrumentation, Programmable Logic Controls, and Applications of Industrial Sensors.
- E. There will be no cost to the school district for these courses.

I. Close Up

- A. Mr. Nielsen and a group of eleven Juniors went on the annual Close Up trip to Washington, D.C., and New York. The students left on May 25 and returned on June 2. Next year, Mr. Gauthier will take over the Close Up program, and Mr. Nielsen will also help with the transition.

III. Handbook Update

- A. Random Drug Screening
- B. Valedictorian and Salutatorian
- C. Wall of Fame
- D. Homecoming Qualifications
- E. National Honors Society Admission
- F. Drug and Alcohol Policy

Elementary Principal Report June Board Meeting



I. Early Childhood Program

- A. The early childhood team met on May 7 and May 23 to collect information related to policy 6019. Team members include: Mrs. Hermelbracht, Mrs. Gauthier, Mrs. Jisa, Mrs. Meister, Mr. Bilstoft, and Mr. Eldridge. Recommendations were discussed and will be shared with the school board.

II. Get Set Nebraska Program

- A. East Butler participated in the Get Set Nebraska program sponsored by the Nebraska Department of Education. The goal of this program is to guide and support Nebraska special education teachers and administrators to improve student outcomes by helping to attract, retain, and prepare new special education teachers. Ms. Due, Mrs. Witzel, and Mr. Bilstoft participated in the program with guidance from Pam Brezinski with NDE. Participants met throughout the year and will receive reimbursement through a grant process.

III. Reading and Math Program (R.A.M.P)

- A. R.A.M.P. is a summer program for K-3 students to provide support in Reading and Math. Students qualify if they receive special education or Title I services. Students are also invited to the program if they met requirements for the Individualized Reading Improvement Plan (IRIP) set by the Nebraska Department of Education.
- B. Sessions will take place from 8:30-11:30 A.M. in Dwight on the following dates:
 - 1. July 9-11
 - 2. July 16-18
 - 3. July 23-25
 - 4. July 30-August 1

IV. Pyramid Training

- A. Preschool and Kindergarten staff will be beginning Pyramid Training this summer to support early childhood students. The pyramid model is a framework of evidence-based practices for promoting young children's healthy social and emotional development. The first day of training will take place on June 27 with a focus on creating supportive and responsive relationships among adults and children. There will be a total of 6 days of training as part of this program.

V. Handbook Updates

- A. The following handbooks will be available for approval at the July board meeting:
 - 1. 2024-2025 Parent-Student Handbook
 - 2. 2024-2025 Staff Handbook
 - 3. East Butler Emergency Operations Plan
- B. Handbooks are updated with information from the school attorney and current policies are reviewed.