Board of Education Regular Meeting

June 10, 2024 7:00 PM

SPCS Administration Building
765 Main Street
Springfield, NE 68059

Agenda

I. Policy Committee Meeting
II. Finance Committee Meeting
III. Call to Order and Roll Call
IV. Notice of Open Meetings Act - Posted
V. Consent Agenda
  V.A. Minutes of the Previous Month's Meetings
  V.B. Treasurer's Report
  V.C. Statement of Activity Fund Accounts
  V.D. Recommendation for Bill Payment
VI. Items From Patrons on Agenda Items
VII. Old Business
  VII.A. Drivers Education Contract with ESU #3 for 2024-2025
  VII.B. Approval of Bus Contract for the 2024-2025 School Year
  VII.C. Consider, Discuss and take any further action necessary regarding the addition of Boys Tennis at PHS
VIII. New Business
  VIII.A. Full-Time Para-Professional Proposal
  VIII.B. Educational Service Unit #3 Core Services and Property Tax Levy Funds Purposes for 2024-25
  VIII.C. First Read of Policies 2006, 2008, 2009, 3031.1, 3004.1, 3017, 3032, 3053, 3057, 3059, 3060, 4011, 4053, 5004, 5005, 5008, 5035, 5052, 6005, 6031, 6036, 6037, 6039, 6040, 6041, 6042, and 6043.
  VIII.D. Activity Van/Suburban Purchase
IX. Reports
  IX.A. Policy Committee Report
  IX.B. 2024 Summer Projects
  IX.C. 2024-25 Budget Process and Timeline
X. Advance Planning
XI. Adjourn

2006
Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies ~~to board members, patrons, students and school staff,~~ to complaints unless the ~~staff member~~complaint is subject to a different ~~grievance~~ procedure ~~pursuant~~ required by law,~~to~~ 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 ~~such~~ 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. ~~Students and employees who believe they have been subjected to sex harassment in violation of Title IX should refer to the board's policy titled "Title IX."~~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, ~~Title IX/504~~ coordinator, superintendent of schools, 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 also be submitted~~,~~ at any time during the complaint procedure to the ~~School District's Title IX/504~~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 ~~to the Title IX/504~~ coordinator, the administrator or ~~Title IX/504~~ 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 ~~staff member~~ respondent ~~involved~~.

1) If the complainant has not, ~~the administrator or Title IX/504 coordinator will~~ urge the complainant to discuss the matter directly with ~~that staff member~~the respondent, if appropriate.

2) If the complainant refuses to discuss the matter with the ~~staff member~~respondent, the administrator or ~~Title IX/504~~ 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 ~~involved~~ involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or ~~Title IX/504~~ coordinator ~~received~~ receives the complaint.

4. If either the complainant or the ~~accused party~~respondent is not satisfied with the ~~administrator's or the Title IX/504 coordinator's~~ decision ~~regarding a complaint~~ her 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) ~~This~~ The appeal must be in writing.

b) This appeal must be received by the superintendent no later than ~~ten~~ three (~~10~~3) calendar days from the date ~~the administrator or Title IX/504 coordinator communicated his/her decision to the complainant~~of the decision.

c) ~~The~~ 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. ~~However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated~~.

d) ~~Upon completion of this investigation, the~~The superintendent will prepare a written decision and ~~inform~~ provide it to the complainant and any other person entitled by law to receive the appeal decision ~~in writing of his or her decision~~. ~~If the complaint involved discrimination or harassment~~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 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.

~~5.~~ ~~If either the complainant or the accused~~If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding ~~a~~ the complaint or appeal, he or she may appeal the decision to the board.

~~a)~~d) This appeal must be in writing.

~~b)~~e) This appeal must be received by the board president no later than ten (10) calendar days from the date the

superintendent communicated his/her decision to the complainant.

~~c)~~f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint 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.

~~d)~~g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint ~~involved~~ involves discrimination or harassment allegations against the Superintendent, the board president shall submit ~~its~~ the decision within 180 calendar days after ~~it received~~receiving ~~complainant's~~ the written appeal.

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

6. ~~When a formal complaint about the superintendent of schools has been~~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.

~~a)~~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.

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

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 ~~involved~~ involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

~~d)~~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 (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent 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: _____

2006
Complaint Procedure

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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:

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   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.

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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~~, but are not necessarily limited to,~~ the _____ ~~or the Omaha World-Herald~~. 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: _____

2008
Meetings

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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.

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Adopted on: _____
Revised on: _____
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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.

~~The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year.~~ 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.

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Revised on: _____
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2009
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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 ~~purchase of~~ 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 (~~Small Purchase~~Simplified Acquisition Procedures)

For construction projects subject to this policy, ~~small purchases~~simplified acquisitions are purchases that, in the aggregate amount, is more than $10,000 and less than $250,000 annually. For ~~small purchases~~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 200.3226 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, ~~compliance with~~ 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

~~The officers, employees, and agents~~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: _____

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 ~~purchase of~~ 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 (~~Small Purchase~~Simplified Acquisition Procedures)

~~Small purchases~~Simplified acquisitions are purchases that, in the aggregate amount, ~~is~~ are more than $10,000 and less than $250,000 annually. ~~For~~ For simplified acquisitions ~~small purchases~~, 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 ~~item is available only from~~ 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 ~~to the maximum extent practical~~;

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 ~~in procurement of~~ A/E professional services. ~~It cannot~~The method may not be used to purchase other ~~types of~~ services ~~though~~ 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, ~~compliance with~~ 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

~~The officers, employees, and agents~~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 ~~which~~ that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or $10~~5~~,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 ~~used to~~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 ~~original or replacement~~ 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 ~~FMV~~ fair market value of $10~~5~~,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.

~~I.~~J. Equipment and Capital Expenditures

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

~~J.~~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: _____

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.

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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

~~Press Releases and Other~~ Official Communication with the Public

Only individuals who have prior administrative approval may issue press releases or other official communications 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: _____

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
~~Copying~~ Fees for School District Records

Requests for ~~copies of~~ school district records shall be subject to applicable ~~copying~~ 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, ~~T~~the actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first ~~four~~ eight hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first ~~four~~ 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: _____

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 5 copies; .05 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 5 pages; no charge 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 5 copies; .25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 5 pages; no charge 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: _____

3053
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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

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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:_____

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, 765 Main Street, Springfield, NE 68059 jacci.lucas@spcsne.org, 402-592-1300. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: https://www.spcsne.org/Title-IX-Information 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: https://www.spcsne.org/Title-IX-Information

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: _____

3059
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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 personin 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: _____

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 personin 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~~be the 12-month period measured forward from the date such employee's first FMLA leave begins~~.

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.

    <u>For purposes of this provision and this policy, "Covered Servicemember" includes both Military</u>

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.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.~~

~~C.~~**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.

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

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.

   <u>For purposes of this provision and this policy, "Covered Servicemember" includes both Military</u>

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 access 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.

~~e.~~

~~6.~~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: _____

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 access 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: _____

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 ~~shall~~ 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 ~~shall~~ 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 ~~shall~~ 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 - [ ].

e. Middle School Defined. Middle school means grades [ ] - [ ].

~~c.~~**f. High School Defined.** High school means grades [ ] 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 ~~diagnosed~~ 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: _____

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 - 6.

e. Middle School/Junior High Defined. Middle school means grades 7 - 8.

f. High School Defined. High school means grades 9 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;

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.

9. 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
~~Option~~ 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: _____

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 Transportation. The board of education does not provide transportation services or mileage reimbursement for option-enrolled students unless otherwise required by 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: _____

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: _____

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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

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

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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.

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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.

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

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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/rookies; 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: _____

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 ~~or in Competition with the National School Lunch and Breakfast Programs~~)

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~~s and beverages~~ sold during the school day ~~as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs~~ must meet the USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11~~nutrition standards of those programs~~. 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.

~~a.~~

~~b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:~~

~~(1) It shall not be sold in competition with school meals in the food service area during the meal service.~~

~~(2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.~~

~~(3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements~~

~~(4) This restriction does not apply to food sold during non-school 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.)~~

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.

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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.

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d. Other Exemptions. The only other nutrition exemptions from the competitive food requirements are those found in 7 CFR § 210.11.
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Adopted on: _____
Revised on: _____
Reviewed on: _____

6005
Academic Credits and Graduation

Students must earn 49 credits, and satisfactorily complete all required courses, to earn a Platteview High School diploma.

High school credit may be awarded to students in a junior high course if the course content and requirements are equivalent to a course offered in the high school.

The chart below outlines the courses required for graduation. The PHS administration has the authority to evaluate and award credit towards graduation for incoming seniors based on their incoming transcript and course history.

Department	**Number of courses**	**Notes**
Language Arts	8	To include Honors or English 9, Honors or English 10, English 11 or AP Literature and Composition, and 2 semesters of English electives in 12 grade or Dual enrollment courses.
Social Science	7	To include US History 9 (Class of 2026), Honors or World History, Dual enrollment or US History 11, US Government, and one additional social studies elective.
Mathematics	6	To include Algebra 1, Geometry, and Algebra 2
Science	6	To include Full year of Biology, Semester of Chemistry 1, Semester of Physics 1, Semester of Earth and Space Science and a semester of Science Elective.
PE	2	Students may choose from PE courses to acquire 2 credits
Health	1	Usually taken during the Sophomore Year
Business	1	Personal Finance
College & Career	1	Required of all juniors
Technology	1	Required for Class of 2028
Electives	~~17~~ 16	General Electives

Adopted on: 07-10-2023
Revised on: _____
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6005
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Mathematics	6	To include Algebra 1, Geometry, and Algebra 2
Science	6	To include Full year of Biology, Semester of Chemistry 1, Semester of Physics 1, Semester of Earth and Space Science and a semester of Science Elective.
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Health	1	Usually taken during the Sophomore Year
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College & Career	1	Required of all juniors
Technology	1	Required for Class of 2028
Electives	16	General Electives

Adopted on: 07-10-2023
Revised on: _____
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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~~n oral~~ request for a hearing on the proposed extension of the exclusion within one school day~~two school days~~ of receiving the ~~initial~~ notice of the proposed extension. ~~If the initial request for a hearing is oral, they shall confirm the request in writing.~~

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

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

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

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

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

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

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

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

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

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

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

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).

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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 in 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: _____

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.

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- 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.

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- 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;
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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: _____

6037
Selection and Review of Library Media

The board approves curriculum and curriculum-related materials for the district with input from administrators and staff. Those processes are covered in other board policies. Staff members seeking to procure materials for use during instruction must follow board policy, practices, and directives. Those items are not covered by this policy.

The district procures library books and other media available to students that are not part of a specific class or curriculum. For purposes of this policy, those will be called library materials. This policy addresses the selection and review of library materials, regardless of their source. This policy applies regardless of whether library materials are purchased using district funds, donated, or shared at no cost to the district.

No Right to Materials. The board supports having excellent educational opportunities for students, including availability of library materials used to enrich the educational experience. However, the board and administration are responsible for considering materials based on a variety of factors and legal obligations. There is no right to force any material to be included or excluded. Staff requesting library materials do so only within the course and scope of their employment with the district.

Selection Process. The selection and approval of new library materials must comply with the district's general requisition, donation, and budgeting requirements. Materials will be selected to supplement and develop a student's intellect and enjoyment. Library material selection is a building-based process. Individual school librarians best know the specific needs and interests of their school community and tailor their collections in order to ensure the resources and materials included will support the instructional and developmental needs of the children they serve.

School librarians shall evaluate available resources and curriculum needs and will consult reputable and professional reviews. The actual resource will be examined whenever possible. Purchases are made according to the limits of the budget allotment. Library materials acquisition shall, at a minimum, follow Nebraska Department of Education, Rule 10 guidelines.

To ensure materials selected are appropriate for the district's students and consistent with the district's legal obligations, the following process applies to selection of library materials:

The school librarian, media specialist, or any individual requesting library materials is responsible for submitting the request in writing to the building principal or to superintendent or designee if there is no principal assigned to the building. The request must include the following

1. Name of the book, author, material, or resource;
2. The physical medium (*i.e.*, book, magazine, video, game, digital subscription, etc.);
3. The cost of the material

The building principal or superintendent or designee will review the library material request and inform the requester whether the material will be accepted or denied. If the administrator reviewing the material has additional questions or requests additional information, the individual requesting the acquisition will provide the information requested. Materials which require expenditure of district funds will be processed consistently with the district's purchasing and procurement policies and practices. There is no appeal from this determination.

Requested Review of Library Materials. A concerned parent of a current student or patron living within the school district boundaries may request the review of a specific library material (*i.e.*, a specific book, magazine, etc.) or portion of a specific library material. The parent or patron must first discuss their concern with the building principal and explain their concern regarding the library material. If there is no principal assigned to that building, the parent or patron should discuss their concern with the superintendent. The board believes most concerns will be resolved in this manner.

If the parent or patron is dissatisfied after the informal review and discussion with the relevant administrator, they may request a review in writing. To request a review, the individual must complete the Library Material Review Request form and submit it to the superintendent.

Upon receiving the written request, the superintendent will convene a committee to review the material and the written request made up of individuals the superintendent deems appropriate given the material to be reviewed. The committee will review the material and shall report their findings to the superintendent.

The superintendent will review the committee findings within a reasonable time after receiving it. The superintendent may consult with the school's librarian or media specialist, staff, and legal counsel at his or her discretion. The superintendent may decide to remove the material, keep the material, restrict access to the material to students based on age or grade level, or

make any other determination the superintendent deems appropriate. The superintendent's decision regarding the review will be communicated to the requester in writing.

The decision of the superintendent is final, and the board will not hear any appeal regarding the review of library material.

Additional Rules for Library Media Review. Unless the superintendent decides otherwise, the library material will remain in circulation while a review is pending. Unless otherwise required by law, no library material will be reviewed again within 4 years after a requested review is completed. Any parent or patron requesting review of multiple library materials may only request a maximum of 1 item to be reviewed at one time, and a new request cannot be submitted until the prior review is completed and notice of the determination is provided to the requesting party. Nothing in this policy prohibits the superintendent or their designee from reviewing library material outside of the review process contained in this policy and taking any action the superintendent or their designee deems appropriate.

Adopted on: July 10, 2023
Revised on: _____
Reviewed on: _____

6037
Selection and Review of Library Media

The board approves curriculum and curriculum-related materials for the district with input from administrators and staff. Those processes are covered in other board policies. Staff members seeking to procure materials for use during instruction must follow board policy, practices, and directives. Those items are not covered by this policy.

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No Right to Materials. The board supports having excellent educational opportunities for students, including availability of library materials used to enrich the educational experience. However, the board and administration are responsible for considering materials based on a variety of factors and legal obligations. There is no right to force any material to be included or excluded. Staff requesting library materials do so only within the course and scope of their employment with the district.

Selection Process. The selection and approval of new library materials must comply with the district's general requisition, donation, and budgeting requirements. Materials will be selected to supplement and develop a student's intellect and enjoyment. Library material selection is a building-based process. Individual school librarians best know the specific needs and interests of their school community and tailor their collections in order to ensure the resources and materials included will support the instructional and developmental needs of the children they serve.

School librarians shall evaluate available resources and curriculum needs and will consult reputable and professional reviews. The actual resource will be examined whenever possible. Purchases are made according to the limits of the budget allotment. Library materials acquisition shall, at a minimum, follow Nebraska Department of Education, Rule 10 guidelines.

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1. Name of the book, author, material, or resource;
2. The physical medium (*i.e.*, book, magazine, video, game, digital subscription, etc.);
3. The cost of the material

The building principal or superintendent or designee will review the library material request and inform the requester whether the material will be accepted or denied. If the administrator reviewing the material has additional questions or requests additional information, the individual requesting the acquisition will provide the information requested. Materials which require expenditure of district funds will be processed consistently with the district's purchasing and procurement policies and practices. There is no appeal from this determination.

Requested Review of Library Materials. A concerned parent of a current student or patron living within the school district boundaries may request the review of a specific library material (*i.e.*, a specific book, magazine, etc.) or portion of a specific library material. The parent or patron must first discuss their concern with the building principal and explain their concern regarding the library material. If there is no principal assigned to that building, the parent or patron should discuss their concern with the superintendent. The board believes most concerns will be resolved in this manner.

If the parent or patron is dissatisfied after the informal review and discussion with the relevant administrator, they may request a review in writing. To request a review, the individual must complete the Library Material Review Request form and submit it to the superintendent.

Upon receiving the written request, the superintendent will convene a committee to review the material and the written request made up of individuals the superintendent deems appropriate given the material to be reviewed. The committee will review the material and shall report their findings to the superintendent.

The superintendent will review the committee findings within a reasonable time after receiving it. The superintendent may consult with the school's librarian or media specialist, staff, and legal counsel at his or her discretion. The superintendent may decide to remove the material, keep the material, restrict access to the material to students based on age or grade level, or

make any other determination the superintendent deems appropriate. The superintendent's decision regarding the review will be communicated to the requester in writing.

The decision of the superintendent is final, and the board will not hear any appeal regarding the review of library material.

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Adopted on: July 10, 2023
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 the 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: _____

6039
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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 the 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: _____

6040
Prekindergarten (Preschool or Early Childhood) Program

The school board establishes a program to provide prekindergarten services to 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 (subject to the participation limitation below).

All enrollment is subject to capacity limitations and enrollment priorities established in this policy. Three-year-old children will only be offered half-day attendance.

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 have a raw score lower than _____ on the [INSERT SCREENING TOOL(S)].

Capacity Limitation. The maximum capacity for the program is ___ children. In the event where the total number of children registered for the program by July 15 rises above _____, the district will only offer the program to children with the following priority for enrollment:

- 4-year-olds;
- "At-risk" children (as defined by Rule 11);
- Qualified five-year-old students; and
- Three-year-olds.

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. The youngest child in the class that is not "at risk" will be withdrawn from the program.

Program Coordinator. The program will be coordinated by a 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: _____

6040
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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 on or before July 31 of the enrollment year; and
- Children who are 4 years of age on or before July 31 of the enrollment year

All enrollment is subject to enrollment priorities established in this policy.

Enrollment Priority. Enrollment Priority. The district will offer the program to children following the "Placement for Preschool Enrollment" procedures found on the district website.

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).

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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 ratio 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.

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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: _____

6041
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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: _____

6042
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    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: _____

6043
Sharing Mapping Data

This policy shall provide for the sharing of information to public safety agencies in order to implement effective emergency response protocols.

Definition. Mapping data means maps relating to the school buildings or school property with data for an efficient emergency response.

Sharing of Mapping Data. Mapping data shall be shared in an electronic or printable format with public safety agencies that provide emergency services to district property to assist those agencies in responding to an emergency on district property.

Requirements Related to Mapping Data. Mapping data shared with public safety agencies pursuant to this policy shall meet the following requirements:

- The mapping data shall be compatible with and able to be integrated into software platforms used by public safety that provide emergency services to the specific school for which the data is provided without requiring:
    - The purchase of additional software by such public safety agencies; or
    - The integration of third-party software to view the data;
- The mapping data shall be a finished map product in a file format easily accessible using a standard or open-source file reader, depending on the needs of the school and the public safety agency;
- The mapping data shall be provided in a printable format;
- The mapping data shall be verified for accuracy, during production and annually, through a walk-through of the school campus;
- The mapping data shall give an indication of what direction is true north;
- The mapping data shall include accurate floor plans overlaid on accurate, verified aerial imagery of the school campus;
- The mapping data shall contain site-specific labeling that matches the structure of school buildings, including room labels, hallway names, external door or stairwell numbers, locations of hazards, key utility locations, key boxes, automated external defibrillators, and trauma kits using standard labeling rules set by the State Department of Education;
- The mapping data shall contain site-specific labeling that matches the school grounds, including parking areas, athletic fields, surrounding roads, and neighboring properties using standard labeling rules set by the State Department of Education; and
- The mapping data shall be overlaid with a grid and coordinates.

Annual Certification or Updates. The district shall annually:

- Certify to the appropriate public safety agencies that the mapping data provided pursuant to this policy is accurate; or
- If such information has changed, provide the appropriate public safety agencies with updated mapping data.

Reimbursement. The Superintendent shall apply to the State Department of Education in the manner prescribed by the Commissioner of Education for a grant to cover the costs of providing payment to vendors on behalf of the school district to facilitate the implementation of mapping data in accordance with this policy. Such application shall include a copy of this school policy, an estimate from a vendor on the cost of providing such mapping data that meets the requirements of this policy, and any other information the department may require. Alternatively, the Superintendent may apply to and contract with the district's educational service unit in the manner prescribed by the educational service unit for purposes of covering the costs of facilitating mapping data in accordance with this policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

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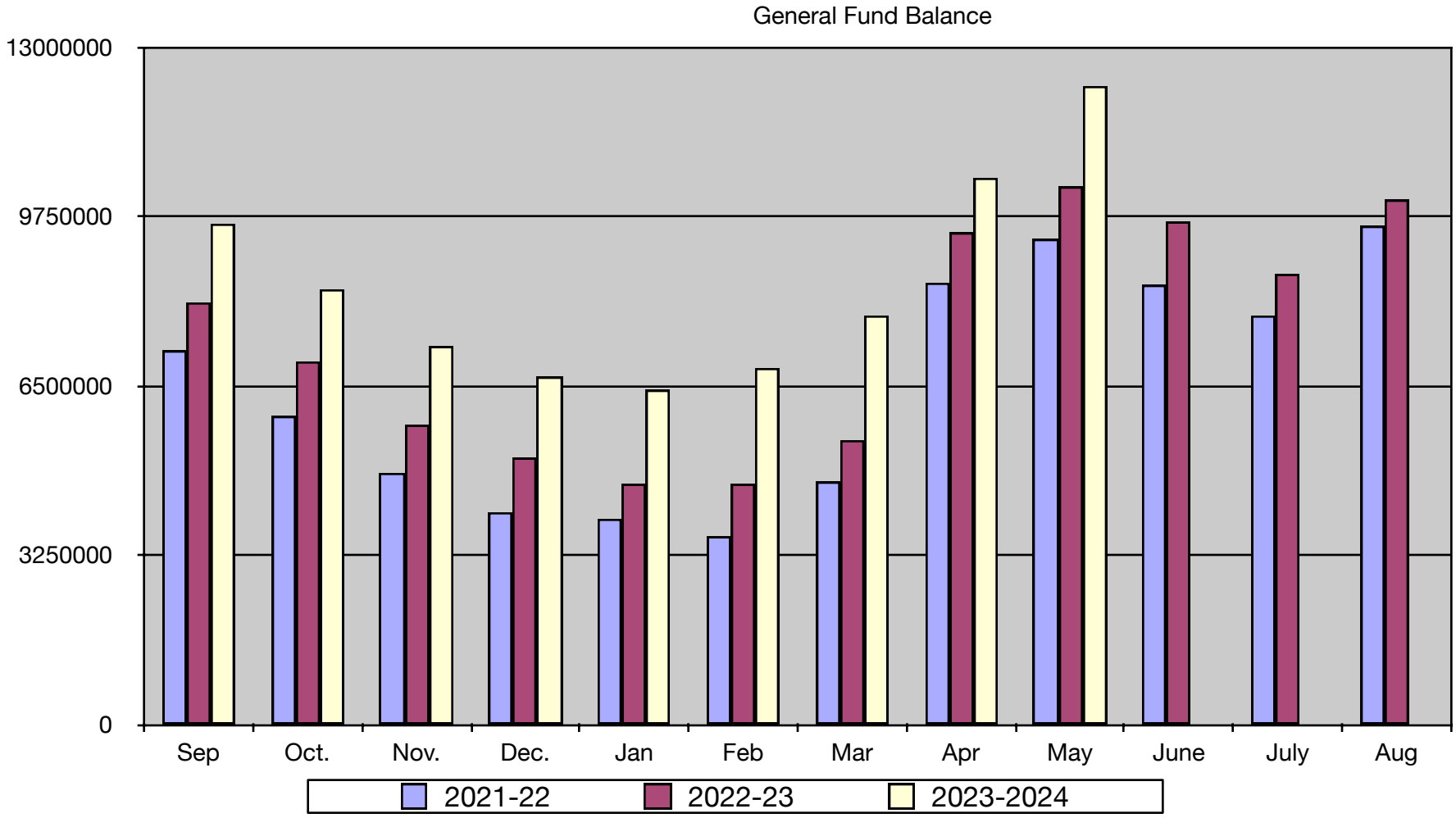
Adopted on: _____
Revised on: _____
Reviewed on: _____

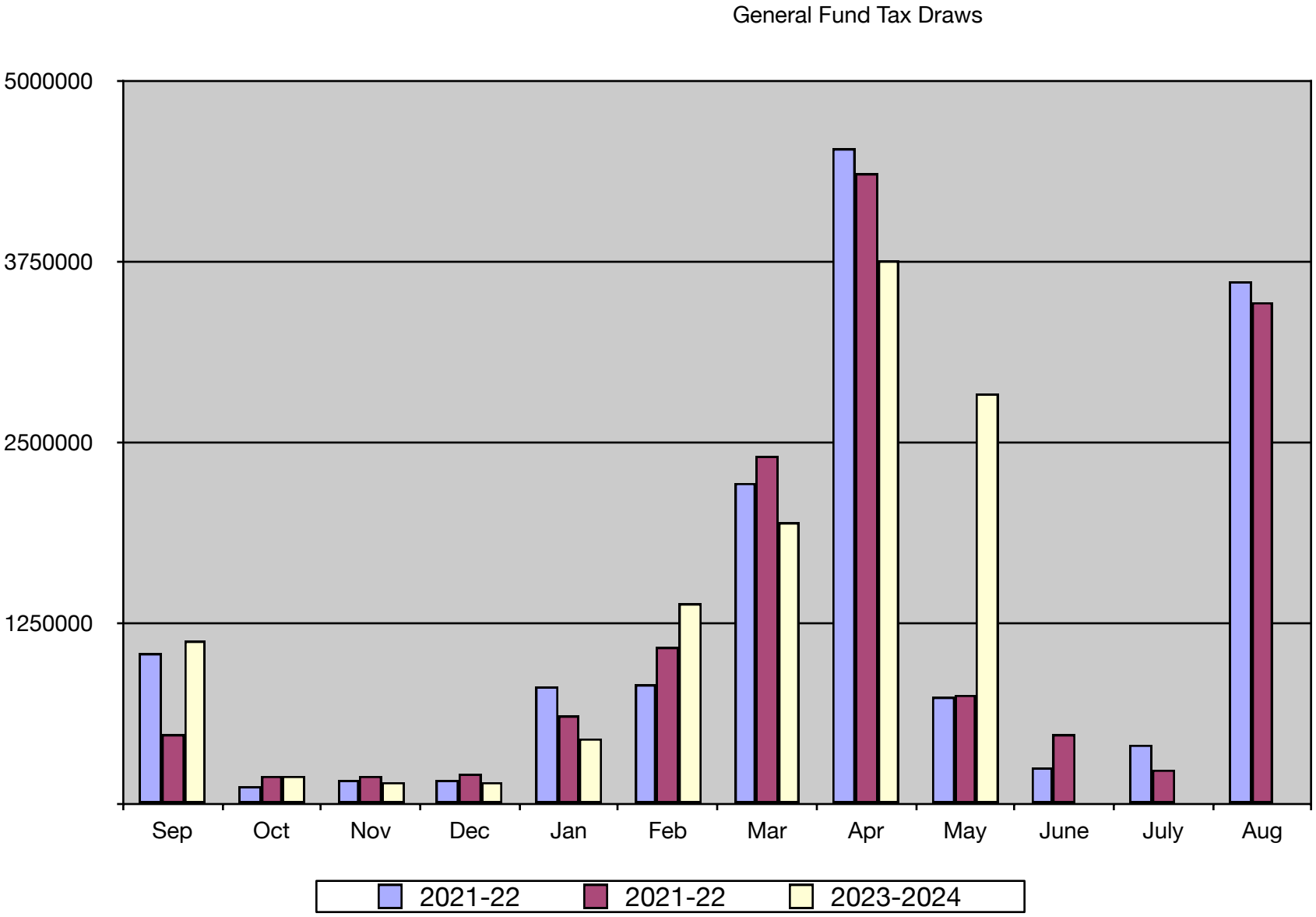
Finance Report
June, 2024

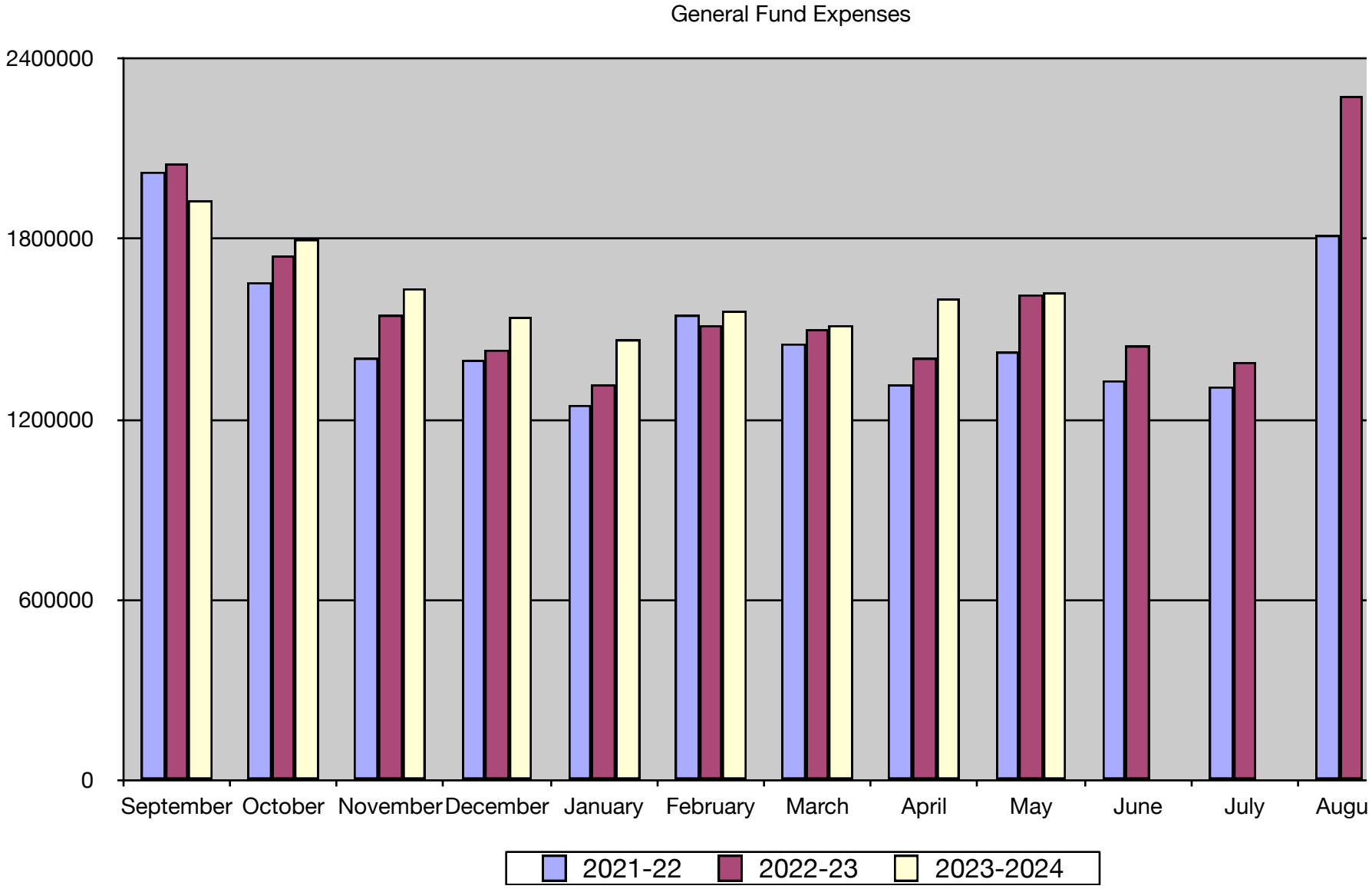
- Our General Fund is $ $12,274,657.90. Last year's balance at this time was $10,350,138.25. We are monitoring the end of this budget closely. With 3 months of payroll still to come out, things may get tight.
- The Building Fund is at $ $3,943,717.28 . Last year's balance at this time was $3,517,077.07.
- We have spent approximately 68%of our budget for this year. At this time last year we had spent approximately 69% of our budget. Reminder, this is at the end of May and does not include the bills paid in this meeting or June Payroll.
- We are still waiting on the preliminary valuations from Sarpy County… hope to have it in the next week or two.
- School Lunch, Bond, Depreciation, Employee Benefit, and QCPUF are all in normal ranges for this time of year as you review the cash comparisons report.

CASH COMPARISONS 22-23 Fiscal Year

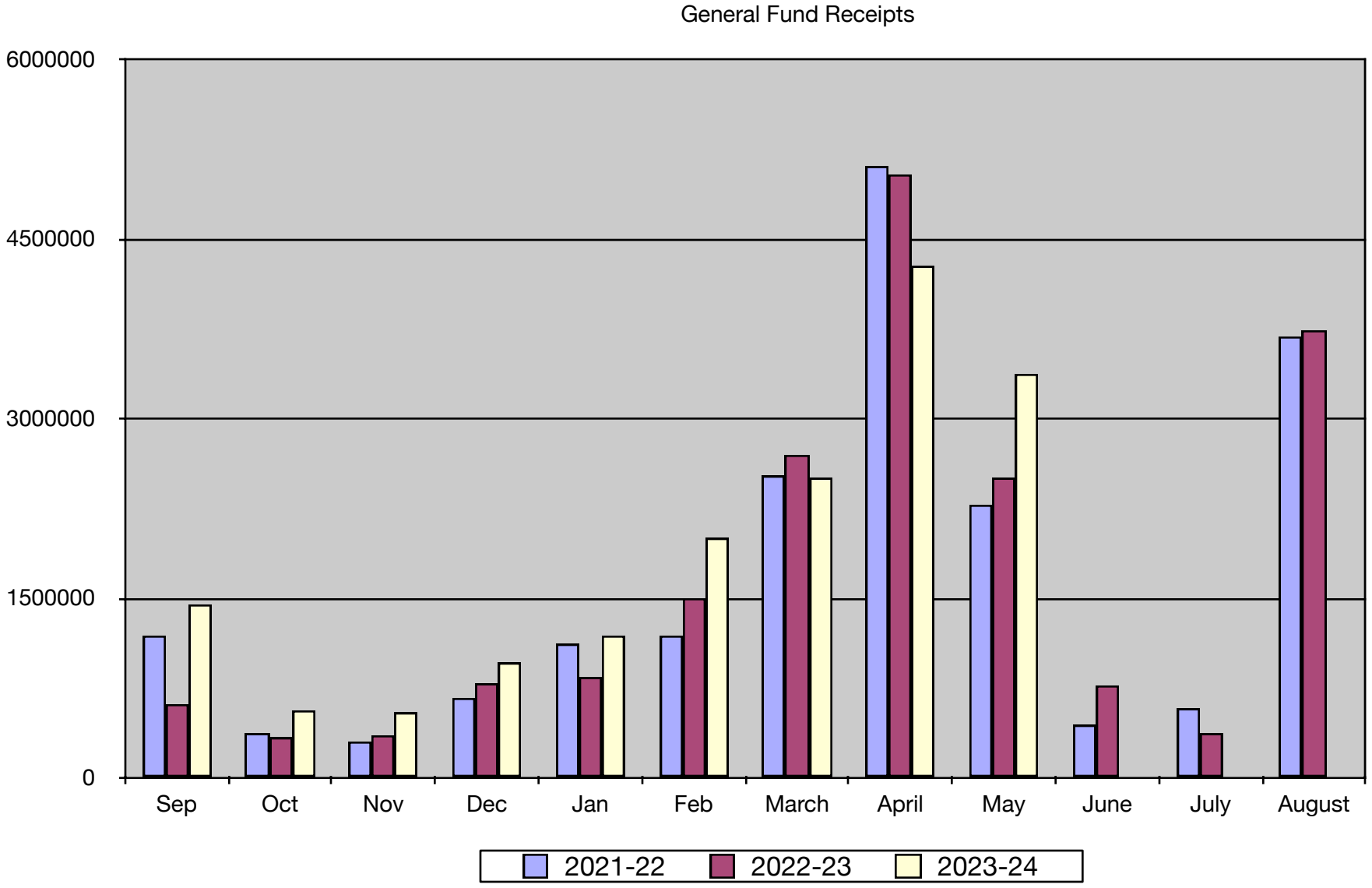
		2021-2022	2022-2023	2023-2024
February	General Fund	$3,609,526.58	$4,632,727.90	$6,859,967.63
	Emp. Benefit Fund	$ 175,328.48	$ 173,556.06	$ 228,998.48
	Building Fund	$1,641,480.55	$2,380,909.50	$1,554,166.57
	School Lunch	$ 373,792.38	$ 590,740.37	$ 642,945.60
	Bond Fund	$ 210,613.69	$ 672,973.71	$1,082,007.05
	Bond Fund #2	$8,242,669.71	$ 845,789.84	$ 24,216.73
	Depreciation Fund	$ 67,653.88	$ 467,955.55	$ 473,731.07
	QCPUF	$ 34,777.53	$ 62,782.69	$ 105,722.17
	Total	$14,355,842.80	$9,827,435.62	$10,971,755.30
March	General Fund	$2,554,360.05	$4,682,859.10	$7,849,882.38
	Emp. Benefit Fund	$ 175,240.10	$ 173,397.95	$ 229,047.10
	Building Fund	$1,414,602.47	$1,945,658.21	$2,201,423.89
	School Lunch	$ 214,412.79	$ 377,253.11	$ 650,045.46
	Bond Fund	$ 108,482.13	$ 552,341.17	$1,628,520.48
	Bond Fund #2	$5,308,308.63	$7,435,956.97	$ 24,221.87
	Depreciation Fund	$ 72,667.28	$ 67,658.48	$ 473,831.66
	QCPUF	$ 61,408.23	$ 90,261.50	$ 156,429.46
	Total	$9,909,481.68	$15,325,386.49	$13,213,402.30
April	General Fund	$8,469,449.16	$9,460,230.90	$10,522,616.92
	Emp. Benefit Fund	$ 173,408.97	$ 173,592.57	$ 229,094.17
	Building Fund	$2,889,643.99	$4,061,581.62	$3,121,948.36
	School Lunch	$ 478,288.48	$ 668,162.57	$ 575,170.47
	Bond Fund	$1,380,588.96	$1,709,339.89	$2,725,797.44
	Bond Fund #2	$6,082,477.63	$ 4,556.70	$ 24,226.85
	Depreciation Fund	$ 67,662.78	$ 468,072.87	$ 473,929.02
	QCPUF	$ 214,719.78	$ 232,764.77	$ 256,439.17
	Total	$19,756,239.75	$16,778,301.89	$17,929,222.40
May	General Fund	$9,331,253.24	$10,350,138.25	$12,274,657.90
	Emp. Benefit Fund	$ 173,421.13	$ 173,621.69	$ 229,142.81
	Building Fund	$3,242,205.06	$3,517,077.07	$3,943,717.28
	School Lunch	$ 501,794.98	$ 667,963.00	$ 508,909.97
	Bond Fund	$1,324,236.06	$1,650,756.22	$3,137,968.94
	Bond Fund #2	$5,265,152.76	$ 32,448.83	$ 24,231.99
	Depreciation Fund	$ 67,667.53	$ 468,132.50	$ 474,029.65
	QCPUF	$ 249,475.22	$ 280,788.00	$ 328,742.65
	Total	$20,155,205.98	$17,140,925.56	$20,921,401.19


General Fund Balance
13000000
9750000
6500000
3250000
0
Sep
Oct.
Nov.
Dec.
Jan
Feb
Mar
Apr
May
June
July
Aug
2021-22
2022-23
2023-2024


General Fund Tax Draws
5000000
3750000
2500000
1250000
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug
2021-22
2021-22
2023-2024


General Fund Expenses
2400000
1800000
1200000
600000
0
September
October
November
December
January
February
March
April
May
June
July
Augu
2021-22
2022-23
2023-2024

st


General Fund Receipts
6000000
4500000
3000000
1500000
0
Sep
Oct
Nov
Dec
Jan
Feb
March
April
May
June
July
August
2021-22
2022-23
2023-24

Balance as of last day of the month			
Month	**2021-22**	**2022-23**	**2023-2024**
September	7,203,154	8,112,143	9,609,983
October	5,928,299	6,959,719	8,377,055
November	4,829,819	5,771,288	7,283,733
December	4,091,806	5,122,752	6,703,038
January	3,965,055	4,640,817	6,422,609
February	3,609,526	4,632,728	6,859,968
March	4,682,859	5,458,640	7,849,882
April	8,469,449	9,460,231	10,522,617
May	9,331,252	10,350,138	12,274,658
June	8,442,054	9,673,202	
July	7,873,124	8,658,416	
August	9,561,653	10,098,982	
Tax Draw			
Month	**2021-22**	**2022-23**	**2023-2024**
September	1,045,268	489,099	1,130,424
October	121,624	205,285	203,799
November	176,582	202,624	160,967
December	170,001	212,434	153,858
January	824,674	611,027	454,526
February	827,765	1,097,058	1,392,580
March	2,229,286	2,417,453	1,954,292
April	4,539,959	4,359,172	3,765,161
May	746,496	756,882	2,838,925
June	257,169	491,556	
July	413,264	237,416	
August	3,622,650	3,470,899	
TOTALS	14,974,738	14,550,905	12,054,531
Receipts			
Month	**2021-22**	**2022-23**	**2023-2024**
September	1,180,989	613,110	1,440,542
October	378,070	335,558	564,617
November	304,457	359,208	544,630
December	660,830	785,869	964,029
January	1,120,990	837,485	1,184,635
February	1,192,514	1,503,683	1,996,855
March	2,522,602	2,701,404	2,506,693
April	5,105,843	5,034,201	4,280,274
May	2,284,253	2,502,770	3,375,268
June	444,302	772,051	
July	572,810	377,658	
August	3,682,143	3,735,286	
TOTALS	19,449,803	19,558,283	16,857,541
Expenses			
Month	**2021-22**	**2022-23**	**2023-2024**
September	2,020,632	2,048,547	1,929,692
October	1,656,766	1,742,126	1,797,697
November	1,402,107	1,547,096	1,637,694
December	1,399,227	1,431,119	1,544,596
January	1,247,004	1,316,215	1,465,294
February	1,544,991	1,511,424	1,559,502
March	1,453,455	1,499,563	1,516,330
April	1,320,026	1,408,618	1,605,669
May	1,428,094	1,613,431	1,623,356
June	1,332,094	1,447,868	
July	1,311,370	1,394,212	
August	1,813,719	2,276,812	
TOTALS	17,929,485	19,237,032	14,679,830

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	O/ S PO	Unencumbered Balance
01	GENERAL FUND							
1100	REGULAR INSTRUCTIONAL PROGRAMS	9,483,036.00	778,475.94	7,005,118.82	74.16	2,477,957.12	27,568.32	2,450,388.80
1125	FLEX SPENDING	113,167.00	9,321.88	85,094.41	75.19	28,072.59	0.00	28,072.59
1150	LIMITED ENGLISH PROF PROGRAMS	10,000.00	0.00	0.00	0.00	10,000.00	0.00	10,000.00
1160	PROVERTY PROGRAMS	153,898.00	12,305.06	111,105.63	72.19	42,792.37	0.00	42,792.37
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	1,864,697.00	178,897.66	1,434,070.97	76.91	430,626.03	0.00	430,626.03
1291	SPED AGES 3-5	74,607.00	7,458.39	62,839.60	84.23	11,767.40	0.00	11,767.40
1292	SPED AGES 0-2	45,000.00	4,017.64	38,700.36	86.00	6,299.64	0.00	6,299.64
1295	UNIFIED SPORTS	0.00	292.44	2,495.98	0.00	(2,495.98)	0.00	(2,495.98)
1300	SUMMER SCHOOL	31,383.00	0.00	493.61	1.57	30,889.39	0.00	30,889.39
2120	GUIDANCE SERVICES	405,449.00	30,143.38	297,925.49	73.48	107,523.51	0.00	107,523.51
2130	HEALTH SERVICES	246,686.00	23,041.17	207,918.48	84.28	38,767.52	0.00	38,767.52
2131	HEALTH SERVICES-SPED SA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2141	PSYCHOLOGICAL SERVICES SPED SCHOOL AGE	202,840.00	17,122.42	140,445.16	69.24	62,394.84	0.00	62,394.84
2142	PSYCHOLOGICAL SERVICES SPED AGE 3-5	5,834.00	917.90	7,395.20	126.76	(1,561.20)	0.00	(1,561.20)
2143	PSYCHOLOGICAL SERVICES SPED AGE 0-2	0.00	432.95	3,030.65	0.00	(3,030.65)	0.00	(3,030.65)
2151	SPEECH & AUDIOLOGY SERV SPED SCHOOL AGE	290,230.00	23,759.84	217,078.78	74.80	73,151.22	0.00	73,151.22
2152	SPEECH & AUDIOLOGY SERV SPED AGE 3-5	62,230.00	4,235.03	42,778.18	68.74	19,451.82	0.00	19,451.82
2153	SPEECH & AUDIOLOGY SERV SPED AGE 0-2	62,230.00	4,235.03	38,433.45	61.76	23,796.55	0.00	23,796.55
2161	OT SERVICES SPED SCHOOL AGE	15,000.00	1,316.25	11,157.75	74.39	3,842.25	0.00	3,842.25
2162	OT SERVICES SPED AGE 3-5	15,000.00	749.25	4,738.50	31.59	10,261.50	0.00	10,261.50
2163	OT SERVICES SPED AGE 0-2	15,000.00	1,984.50	9,578.25	63.86	5,421.75	0.00	5,421.75
2171	PT SERVICES SPED SCHOOL AGE	15,000.00	546.75	4,718.25	31.46	10,281.75	0.00	10,281.75
2172	PT SERVICES SPED AGE 3-5	15,000.00	0.00	1,098.25	7.32	13,901.75	0.00	13,901.75
2173	PT SERVICES SPED AGE 0-2	15,000.00	1,701.00	4,880.25	32.54	10,119.75	0.00	10,119.75
2181	VISION SERVICES SPED SCHOOL AGE	15,000.00	520.21	5,722.31	38.15	9,277.69	0.00	9,277.69
2183	VISION SERVICES SPED AGE 0-2	0.00	520.21	1,560.63	0.00	(1,560.63)	0.00	(1,560.63)
2190	OTHER PUPIL SUPPORT SERVICES	713,636.00	56,524.35	466,861.21	65.42	246,774.79	0.00	246,774.79
2210	IMPROVEMENT OF INSTRUCTION	352,014.00	16,578.21	193,351.94	54.93	158,662.06	0.00	158,662.06
2213	INST STAFF TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2220	LIBRARY/MEDIA SERVICES	320,709.00	24,547.95	219,392.36	68.59	101,316.64	580.49	100,736.15
2230	INSTRUCTION-RELATED TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2310	BOARD OF EDUCATION	60,000.00	3,202.69	46,776.18	77.96	13,223.82	0.00	13,223.82
2320	EXECUTIVE ADMINISTRATION	339,441.00	21,996.75	226,839.51	66.83	112,601.49	0.00	112,601.49
2330	DISTRICT LEGAL SERVICES	50,000.00	779.00	10,457.50	20.92	39,542.50	0.00	39,542.50
2410	OFFICE OF PRINCIPAL	1,128,949.00	96,989.57	852,771.21	75.73	276,177.79	2,225.00	273,952.79
2510	GENERAL ADMIN-BUSINESS SERVICE	751,583.00	30,204.11	279,904.25	37.23	471,731.25	0.00	471,731.25
2520	PURCH, WARE, AND DIST SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2560	PUBLIC INFO SERVICE	127,156.00	9,460.29	86,657.28	68.15	40,498.72	0.00	40,498.72
2610	SUPPORT SERVICES OPERATION OF BUILDING	1,293,922.00	87,141.33	778,388.48	60.16	515,533.52	0.00	515,533.52
2620	SUPPORT SERVICES-MAINT OF BUILDING	396,453.00	29,536.88	344,694.45	86.94	51,758.55	0.00	51,758.55
2630	CARE & UPKEEP OF GROUNDS	112,500.00	4,509.75	59,035.17	52.48	53,464.83	0.00	53,464.83
2640	CARE & UPKEEP OF EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2650	VEHICLE OPP, ACQUISITION AND MAINTENANCE	4,500.00	246.12	2,194.53	48.77	2,305.47	0.00	2,305.47
2660	SECURITY	95,600.00	1,073.58	68,140.55	71.28	27,459.45	0.00	27,459.45
2670	SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2710	VEHICLE OPP & PURCH REG ED	25,577.00	555.13	20,952.18	81.92	4,624.82	0.00	4,624.82
2711	VEHICLE OPP & PURCH LCC	10,000.00	0.00	0.00	0.00	10,000.00	0.00	10,000.00
2712	VEHICLE OPP & PURCH SCHOOL AGE SPED	6,000.00	0.00	0.00	0.00	6,000.00	0.00	6,000.00
2790	OTHER TRANS REG STUDENTS	550,000.00	78,540.24	439,524.08	79.91	110,475.92	0.00	110,475.92
2791	OTHER TRANS LLC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2792	OTHER TRANS SCHOOL AGE SPED	170,000.00	18,268.86	143,059.76	84.15	26,940.24	0.00	26,940.24
2793	OTHER TRANS AGE 0-5 SPED	80,000.00	3,020.50	37,722.40	47.15	42,277.60	0.00	42,277.60
3535	HIGH ABILITY LEARNERS	34,084.00	2,734.36	29,099.59	85.38	4,984.41	0.00	4,984.41
3590	EXTENDED LEARNING OPP GRANT	0.00	32.90	131.63	0.00	(131.63)	0.00	(131.63)
5000	DEBT SERVICES	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00	1,000,000.00
6200	TITLE I, PART A ESSA IMP BASIC BY LOCAL	83,231.00	6,683.25	60,733.71	72.97	22,497.29	0.00	22,497.29
6310	TITLE II, PART A ESSA SUPP EFF INSTUCT	19,048.00	1,592.35	17,680.16	92.82	1,367.84	0.00	1,367.84
6406	IDEA PRESCHOOL(619) BASE ALLOC	21,848.00	2,469.35	19,510.85	89.30	2,337.15	0.00	2,337.15
6408	IDEA PART B (611) BASE & E/P	263,652.00	21,850.95	194,002.27	73.58	69,649.73	0.00	69,649.73
6412	IDEA PART B PROPORTIONATE SHARE	5,629.00	470.36	4,233.24	75.20	1,395.76	0.00	1,395.76
6421	ARP IDEA E/P	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6422	ARP IDEA PART B	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6423	ARP IDEA PROPORTIONATE SHARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6700	FED VOC & APP TECH ED (CARL PERKINS)	7,800.00	62.16	559.44	7.17	7,240.56	0.00	7,240.56
6969	TITLE IV, PART A ESSA	10,000.00	0.00	8,081.88	80.82	1,918.12	0.00	1,918.12
6997	ESSER II	45,930.00	0.00	45,930.00	100.00	0.00	0.00	0.00
6998	ESSER III	195,600.00	0.00	199,812.53	102.15	(4,212.53)	0.00	(4,212.53)
8000	TRANSFERS (OUTGOING)	50,000.00	0.00	0.00	0.00	50,000.00	0.00	50,000.00
01	GENERAL FUND	21,481,149.00	1,621,065.89	14,594,877.30	68.08	6,886,364.14	30,373.81	6,855,990.33

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	O/ S PO	Unencumbered Balance
Grand Total:	21,481,149.00	1,621,065.89	14,594,877.30	68.08	6,886,364.14	30,373.81	6,855,990.33

Board of Education Regular Meeting
Springfield Platteview Community Schools
District #46
Monday, May 13, 2024 7:00 PM

The Site Committee started at 6:00 p.m. Osborn and Smith were present. The committee reviewed a draft from APMA of the campus facilities assessment for future growth The committee meeting adjourned at 6:37 p.m.

The Finance Committee started at 6:37 p.m. Smith, Guenther and Fisher were present. Finance reports were reviewed by the committee. Discussion of the bills took place. The committee meeting adjourned at 6:54 p.m.

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, May 13, 2024, at the SPCS Administration Building. Present: Kyle Fisher, Brenda Guenther, Brian Osborn, Lisa Roseland, Lee Smith. Adam Larson was appointed during the meeting. Absent: none.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Roseland informed the board and the public that the Act is located on the west wall of the board room.

Action to approve the Consent Agenda as presented passed with a motion by Fisher and a second by Guenther. Vote: Yeas- Fisher, Guenther, Roseland, Smith. Abstain (With Conflict)- Osborn. Nays- none.

There were no items from patrons on agenda items.

Action that the Board approve a resolution appointing Adam Larson to the Springfield Platteview Community Schools Board of Education to fill a vacancy for a term ending on January 9, 2025 passed with a motion by Fisher and a second by Osborn. Vote: Yeas- Fisher, Osborn, Roseland, Smith. Abstain (With Conflict) - Guenther. Nays- none.

Action to renew the Food Service Management Contract with OPAA in 2024-25 as presented passed with a motion by Smith and a second by Fisher. Vote: Yeas- Fisher, Guenther, Larson, Osborn, Roseland, Smith. Nays- none.

The Board discussed the addition of Boys Tennis at PHS and information requested surrounding transportation and facilities. Action to add Boys Tennis at PHS Failed with a motion by Osborn and a second by Guenther. Vote: Yeas- Guenther, Larson, Osborn. Nays- Fisher, Roseland, Smith.

The Board discussed the upcoming bus contract that is up for renewal for the 2024-2025 school year. Additional proposals and comparisons will be explored.

Action to approve the resignation of Addison Mulbach at the conclusion of the 2023-2024 school year passed with a motion by Fisher and a second by Smith. Vote: Yeas- Fisher,

Guenther, Larson, Osborn, Roseland, Smith. Nays- none.

Action to approve the resignation of Alex Dostal at the conclusion of the 2023-2024 school year passed with a motion by Smith and a second by Fisher. Vote: Yeas- Fisher, Guenther, Larson, Osborn, Roseland, Smith. Nays- none.

Board member Osborn updated the Board on the Site Committee meeting. A draft of the campus and facilities for future phases of growth were presented from the APMA assessment.

Assistant Principal/Athletic Director Josh Siske presented to the board the Platteview Central and Platteview High School Title IX enrollment and participation report.

Superintendent Dr. Saunders shared with the Board a Legislative recap from Perry Law on the bills impacting education.

Special Recognition was given to Kelli Haynes for winning the Omaha World Herald, Nurses Heart of Healthcare Award. Special recognition was given to Nick Crouse, Adam Kuhl, and Scott Jenson for Platteview High School receiving the 2024 Strength of American Award from the National Strength and Conditioning Association. Building Principals Dr. Heneger, Mrs. Hasty and Mr. McLaughlin also presented their buildings student and staff successes for the month.

Dr. Saunders shared the graduation outline and plan for the 2024 commencement.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to adjourn the meeting at 8:59 p.m. passed with a motion by Guenther and a second by Fisher. Vote: Yeas- Fisher, Guenther, Larson, Osborn, Roseland, Smith. Nays- none.

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS			
Treasurer's Report			
For the month ended May 31, 2024			
General Fund Now Account			
Bank Balance: Beginning of Reporting Period			$ 592,852.66
Deposits:			
Springfield State Bank - Interest	$ 129.73		
Transfer from Depreciation Fund			
Transfers from Investment Account	$ 1,623,356.49		
Transfers from Bond Fund	$ -		
Transfer from QCPUF	$ -		
Transfers from Lunch Fund Investment	$ -		
Transfers from Building #2 (Bond #2)			
Transfers from Building Fund Investment	$ -		$ 1,623,486.22
			$ 2,216,338.88
Disbursements			$ 1,642,009.00
Bank Balance: End of Reporting Period			$ 574,329.88
Outstanding Checks: End of Reporting Period			$ 217,190.26
NOW Account Balance: End of Reporting Period			**$ 357,139.62**
General Fund Investment Account			
Available Balance: Beginning of Reporting Period			$ 10,165,463.95
Deposits:			
Horizon Bank - Interest	$ 2,401.92		
Sarpy County Treasurer - Local Taxes	$ 859,037.21		
Sarpy- MVT	$ 135,630.40		
Sarpy-Public Power Sales Tax	$ 1,373,660.87		
Sarpy-Homestead	$ 30,213.73		
Sarpy-Carline Tax	$ 564.42		
Sarpy-Property Tax Credit	$ 439,818.65		
State Aid	$ 292,183.00		
SPED SA Reimbursement	$ 234,386.00		
Perkins			
Federal- Title and Medicaid			
County Fines	$ 2,705.54		
Local License Fees-Liquor Licenses/City Fees	$ 400.00		
Summer School/ Preschool payments	$ 1,905.00		
Refunds/ Reimbursements/Ipad Damage Fines	$ 2,341.00		
Ipad Fee	$ 20.00		
			$ 3,375,267.74
			$ 13,540,731.69
Disbursements			
Transfers to General Fund NOW	$ 1,623,356.49		
Administrative Revolving	$ -		
Transfer to Depreciation	$ -		
Returned checks/ fees/ overpayment	$ -		
Bank and other Service Charges	$ -		$ 1,623,356.49
Investment Account Balance: End of Reporting Period			**$ 11,917,375.20**

General Fund Administrative Revolving Account			
Available Balance: Beginning of Reporting Period			$ 343.08
Deposits:			
Transfers From General Fund Investment Acc't	$ -		
			$ -
			$ 343.08
Disbursements			$ -
Bank Balance: End of Reporting Period			$ 343.08
Outstanding Checks: End of Reporting Period			$ 200.00
Admin. Revolving Account Balance: End of Reporting Period			**$ 143.08**
General Fund Administrative Revolving Account			$ 143.08
General Fund NOW Account			$ 357,139.62
General Fund Investment Account			$ 11,917,375.20
TOTAL GENERAL FUND BALANCE			**$ 12,274,657.90**
Employee Benefit Fund			
Available Balance: Beginning of Reporting Period			$ 229,101.83
Deposits:			
Horizon Bank - Interest			$ 48.64
Transfers From General Fund Investment Acc't			$ -
Bank Balance: End of Reporting Period			$ 229,150.47
Certificate of Deposit			
Available Balance: End of Reporting Period			$ 229,150.47
Disbursements			$ -
Outstanding Checks: End of Reporting Period			$ 7.66
TOTAL EMPLOYEE BENEFIT BALANCE			**$ 229,142.81**
Special Building Fund #1 Account			
Available Balance: Beginning of Reporting Period			$ 3,121,948.36
Deposits:			
Horizon Bank - Interest	$ 770.06		
Sarpy County Treasurer - Local Taxes	$ 279,098.84		
Sarpy-Carline Tax	$ 183.44		
Sarpy-Homestead	$ 9,819.41		
Sarpy County-Public Power Sales Tax	$ 394,289.89		
Sarpy-Property Tax Credit	$ 142,940.41		
			$ 827,102.05
			$ 3,949,050.41
Disbursements			$ 5,333.13
Available Balance: End of Reporting Period			$ 3,943,717.28
TOTAL SPECIAL BUILDING FUND BALANCE			**$ 3,943,717.28**
School Lunch Investment Account			
Available Balance: Beginning of Reporting Period			$ 575,409.07
Deposits:			

Horizon Bank - Interest	$	117.76		
Hot Lunches	$	19,133.87		
State/Federal Aid				
KidsCare Reimbursement/ Other				$ 19,251.63
				$ 594,660.70
Disbursements				$ 85,512.13
Bank Balance: End of Reporting Period				$ 509,148.57
Outstanding Checks: End of Reporting Period				$ 238.60
Available Balance: End of Reporting Period				$ 508,909.97
TOTAL SCHOOL LUNCH FUND BALANCE				**$ 508,909.97**
Bond Fund #1 Investment Account				
Available Balance: Beginning of Reporting Period				$ 2,725,797.44
Deposits:				
Horizon Bank - Interest	$	647.24		
Sarpy County Treasurer - Local Taxes	$	258,691.37		
Sarpy County-Carline Tax	$	169.72		
Sarpy County-Public Power Sales Tax	$	321,977.46		
Sarpy County-Property Tax Credit	$	132,559.42		
Sarpy County-Homestead	$	9,061.29		
				$ 723,106.50
				$ 3,448,903.94
Disbursements				$ 310,935.00
Outstanding Checks: End of Reporting Period				$ -
Available Balance: End of Reporting Period				$ 3,137,968.94
TOTAL BOND FUND BALANCE				**$ 3,137,968.94**
Building Fund #2 Investment Account (Series 2020 Bond)				
Available Balance: Beginning of Reporting Period				$ 24,226.85
Deposits:				
Horizon Bank - Interest	$	5.14		
	$	-		$ 5.14
				$ 24,231.99
Disbursements				$ -
Outstanding Checks: End of Reporting Period				$ -
Available Balance: End of Reporting Period				$ 24,231.99
TOTAL BLDG. FUND #2 BALANCE (2020)				**$ 24,231.99**
Depreciation Fund Account				
Available Balance: Beginning of Reporting Period				$ 473,929.02
Deposits:				
Horizon Bank - Interest	$	100.63		
				$ 100.63
				$ 474,029.65
Disbursements	$	-		$ -

Available Balance: End of Reporting Period			$ 474,029.65
Outstanding Checks:			$ -
TOTAL DEPRECIATION FUND BALANCE			**$ 474,029.65**
QCPUF Fund Account			
Available Balance: Beginning of Reporting Period			$ 256,439.17
Deposits:			
Sarpy County-Real Estate Taxes	$ 23,650.29		
Sarpy County-Carline Tax	$ 15.72		
Sarpy County-Public Power Sales Tax	$ 37,828.67		
Sarpy-Homestead	$ 841.42		
Sarpy- Property Tax Credit	$ 12,248.47		
Horizon Bank - Interest	$ 63.91		$ 74,648.48
			$ 331,087.65
Disbursements			$ 2,345.00
Outstanding Checks: End of Reporting Period			
Available Balance: End of Reporting Period			$ 328,742.65
TOTAL QCPUF FUND BALANCE			**$ 328,742.65**

Batch Description: **MAY 2024 STUDENT FEE** **Processing Month:** **05/2024**
Checking Account: **12** **Student Fees Account**

Check/Reference Number	Description	Date	Amount
	Statement Balance	05/31/2024	3,330.05

Statement Balance	Outstanding Total	Balance on Books	Cash Account Balance	Difference
3,330.05	0.00	3,330.05	3,330.05	0.00

Cleared Automatic Payment Total:	
Cleared Checks Total:	1,110.50
Cleared Direct Deposit Total:	
Cleared Void Total:	
Cleared Cash Receipt Total:	2,940.00
Cleared Manual Journal Entries Total:	
Cleared Sales Journal Total:	

SPRINGFIELD PLATTEVIEW COMM
STUDENT FEE ACCOUNT
765 MAIN ST
SPRINGFIELD NE 68059

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY ..... ACCOUNT 04-151-129		PIECES 2	
	WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE (04/30/24)			1,500.55
1 DEPOSITS / CREDITS		2,940.00	
INTEREST PAID			
1 CHECKS / DEBITS	1,110.50		
STATEMENT BALANCE (05/31/24)			3,330.05

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 2,942.20

DEPOSITS / CREDITS ..... ACCOUNT 04-151-129

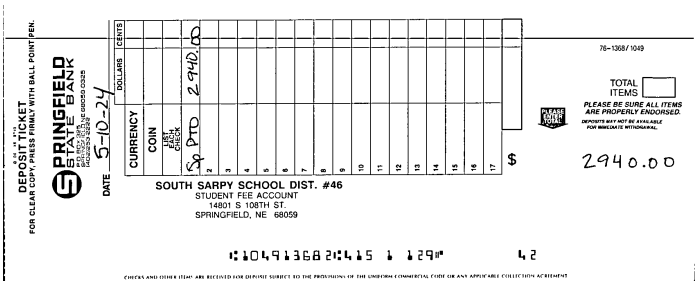
05/10/24	CUSTOMER DEPOSIT	2,940.00

CHECKS / DEBITS ..... ACCOUNT 04-151-129

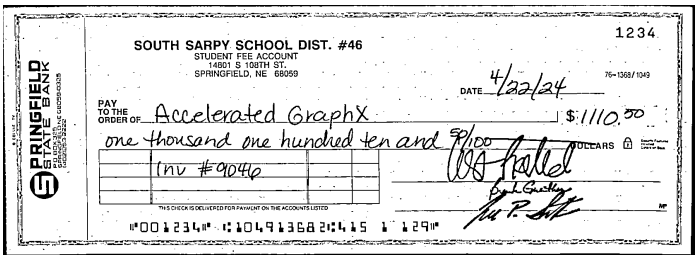
05/14	1234	1110.50	CUSTOMER CHE

DAILY BALANCES ..... ACCOUNT 04-151-129

04/30	1500.55	05/10	4440.55	05/14	3330.05	05/31	3330.05


DEPOSIT TICKET
FOR CLEAN COPY, PRESS FIRMLY WITH BALL POINT PEN.
SPRINGFIELD STATE BANK
DATE 5-10-24
CURRENCY
COIN
LIST CHECKS
DOLLARS
CENTS
2940. 00
SP PTO
$
2940.00
76-1368/1049
TOTAL ITEMS
PLEASE BE SURE ALL ITEMS ARE PROPERLY ENDORSED.
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL
SOUTH SARPY SCHOOL DIST. #46
STUDENT FEE ACCOUNT
14801 S 108TH ST.
SPRINGFIELD, NE 68059
⑆104913682⑆415 1 1291" 42
CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT

5/10/2024 2940.00


SPRINGFIELD STATE BANK
1234
SOUTH SARPY SCHOOL DIST. #46
STUDENT FEE ACCOUNT
14801 S 108TH ST.
SPRINGFIELD, NE 68059
DATE 4/22/24
76-1368/1049
PAY TO THE ORDER OF Accelerated GraphX
$ 1110.50
one thousand one hundred ten and 50/100 DOLLARS
Inv #9046
THIS CHECK IS DELIVERED FOR PAYMENT ON THE ACCOUNTS LISTED
"001234" ⑆104913682⑆415 1 1291"

1234 5/14/2024 1110.50

CHECKS OUTSTANDING					
DATE OR NUMBER	AMOUNT		DATE OR NUMBER	AMOUNT	
			TOTAL		

CHECKBOOK RECONCILIATION		
ENTER BALANCE THIS STATEMENT	$	
ADD RECENT DEPOSITS (NOT CREDITED ON THIS STATEMENT)		
	$	
SUBTOTAL	$	
SUBTRACT TOTAL CHECKS OUTSTANDING	$	
BALANCE	$	

BALANCE should agree with your checkbook balance after deducting charges and adding credits not shown in your checkbook but included on this statement as follows:

Interest - Add Overdraft - Deduct Automatic Payment - Deduct Automatic Advance - Add Service Charge - Deduct

If your checkbook and statement do not balance, have you:

☐ Accounted for bank charges? ☐ Verified additions and subtractions in your checkbook? ☐ Compared cancelled checks to check stub? ☐ Compared deposit amounts on statement to your checkbook?

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Call us at the telephone number listed on front of statement or write to us at Horizon Bank, PO Box 447, Waverly, NE 68642, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).
(2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

YOUR CASH RESERVE ACCOUNT SUMMARY OF RIGHTS IS OUTLINED BELOW

This is a summary of your rights; a full statement of your rights and our responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to a billing error notice.

Your Cash Reserve Account is operated in conjunction with your Demand Deposit Account. Any charges for your checking account will be made to the Demand Deposit Account and they will be the same charges as are made for Demand Deposit Accounts not operated in conjunction with Cash Reserve Accounts. The following information thus applies only to loans made to you under your Cash Reserve Account line of credit.

Balance Subject to Interest Rate: We figure the interest charge (for Home Equity Lines of Credit this may be a portion of the finance charge) on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits and any unpaid interest or other finance charges. This gives us the daily balance. Please contact us at the telephone number listed on the front of this statement if you have further questions on how we compute the finance charge.

You may pay off your Cash Reserve Account loan balance at any time, or make voluntary additional payments. Payments shall be applied, first to any unpaid interest and finance charges, and second the principal loan balance outstanding in your Cash Reserve Account. Periodic statements may be sent to you at the end of each billing cycle showing your Cash Reserve Account loan transactions.

Send payments and inquiries to address shown on front of this statement. Payments must be received by 3:00 p.m. to be credited on that **business** day. Payments received after 3:00 p.m. are credited on the next **business** day.

The following section is for Consumer Cash Reserve and Consumer Home Equity Lines of Credit

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:
Horizon Bank
PO Box 447, Waverly, NE 68462

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing* [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:
Horizon Bank
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While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Batch Description: **MAY 2024 ADMIN REVOLVING** **Processing Month:** **05/2024**
Checking Account: **ADMINREV** **ADMINISTRATIVE REVOLVING**

Check/Reference Number	Description	Date	Amount
	Statement Balance	05/31/2024	343.08

Outstanding Checks

Check/Reference Number	Description	Date	Amount
5886	CITY OF SPRINGFIELD	09/07/2021	150.00
5910	NHSSCA	05/06/2022	200.00
		Total:	350.00

Statement Balance	Outstanding Total	Balance on Books	Cash Account Balance	Difference
343.08	(350.00)	(6.92)	(6.92)	0.00

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

SPRINGFIELD PLATTEVIEW COMM
ADMINISTRATIVE REVOLVING ACCT
765 MAIN ST
SPRINGFIELD NE 68059

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY ..... ACCOUNT 04-171-468 PIECES 0

	WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE (04/30/24)			343.08
INTEREST PAID			
STATEMENT BALANCE (05/31/24)			343.08

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 343.08

DAILY BALANCES ..... ACCOUNT 04-171-468

04/30	343.08	05/31	343.08

CHECKS OUTSTANDING			
DATE OR NUMBER	AMOUNT	DATE OR NUMBER	AMOUNT
	TOTAL		

CHECKBOOK RECONCILIATION		
ENTER BALANCE THIS STATEMENT	$	
ADD RECENT DEPOSITS (NOT CREDITED ON THIS STATEMENT)		
	$	
SUBTOTAL	$	
SUBTRACT TOTAL CHECKS OUTSTANDING	$	
BALANCE	$	

BALANCE should agree with your checkbook balance after deducting charges and adding credits not shown in your checkbook but included on this statement as follows:

Interest - Add Overdraft - Deduct Automatic Payment - Deduct Automatic Advance - Add Service Charge - Deduct

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You may pay off your Cash Reserve Account loan balance at any time, or make voluntary additional payments. Payments shall be applied, first to any unpaid interest and finance charges, and second the principal loan balance outstanding in your Cash Reserve Account. Periodic statements may be sent to you at the end of each billing cycle showing your Cash Reserve Account loan transactions.

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To use this right, all of the following must be true:

1. The purchase must have made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:
Horizon Bank
PO Box 447, Waverly, NE 68462

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Account Group: PHS **PHS ACTIVITY**

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 1100	PHS ATHLETICS	28,844.59	12,350.96	20,473.03	0.00	36,966.66
05 704 1101	PHS TIMING SYSTEM	7,281.00	898.00	1,800.00	0.00	8,183.00
05 704 1102	PHS ATHLETIC TRAINER	(30.95)	0.00	0.00	0.00	(30.95)
05 704 1106	PHS BASEBALL EQUIP/SUPPLIES	1,118.49	0.00	0.00	0.00	1,118.49
05 704 1111	PHS BOYS BASKETBALL EQUIP/SUPPLIES	386.80	0.00	0.00	0.00	386.80
05 704 1116	PHS BOYS GOLF EQUIP/SUPPLIES	49.36	0.00	0.00	0.00	49.36
05 704 1121	PHS BOYS SOCCER EQUIP/SUPPLIES	0.00	0.00	0.00	0.00	0.00
05 704 1126	PHS CROSS COUNTRY EQUIP/SUPPLIES	750.00	0.00	0.00	0.00	750.00
05 704 1131	PHS FOOTBALL EQUIP/SUPPLIES	3,936.78	0.00	0.00	0.00	3,936.78
05 704 1136	PHS GIRLS BASKETBALL EQUIP/SUPPLIES	(480.87)	0.00	0.00	0.00	(480.87)
05 704 1141	PHS GIRLS GOLF EQUIP/SUPPLIES	750.00	0.00	0.00	0.00	750.00
05 704 1146	PHS GIRLS SOCCER EQUIP/SUPPLIES	1,000.00	0.00	0.00	0.00	1,000.00
05 704 1151	PHS SOFTBALL EQUIP/SUPPLIES	1,059.29	0.00	0.00	0.00	1,059.29
05 704 1152	PHS TENNIS	344.05	300.00	0.00	0.00	44.05
05 704 1156	PHS TRACK - EQUIP/SUPPLIES	(412.29)	0.00	644.22	0.00	231.93
05 704 1161	PHS VOLLEYBALL EQUIP/SUPPLIES	(678.25)	0.00	0.00	0.00	(678.25)
05 704 1166	PHS BOYS WRESTLING EQUIP/SUPPLIES	(1,958.68)	0.00	0.00	0.00	(1,958.68)
05 704 1167	PHS GIRLS WRESTLING EQUIP/SUPPLY	750.00	0.00	0.00	0.00	750.00
05 704 1181	PHS PC BOYS BASKETBALL EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	250.00
05 704 1183	PHS PC BOYS TRACK EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	250.00
05 704 1185	PHS PC FOOTBALL EQUIP/SUPPLIES	0.00	0.00	0.00	0.00	0.00
05 704 1187	PHS PC GIRLS BASKETBALL EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	250.00
05 704 1189	PHS PC GIRLS TRACK EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	250.00
05 704 1191	PHS PC VOLLEYBALL EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	250.00
05 704 1193	PHS PC WRESTLING EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	250.00
05 704 1195	PHS PC XCOUNTRY EQUIP/SUPPLIES	(175.86)	0.00	0.00	0.00	(175.86)
05 704 1200	PHS ACTIVITIES	1,053.90	390.57	2,826.75	0.00	3,490.08
05 704 1220	PHS CHEER	6,511.51	370.67	250.00	132.00	6,522.84
05 704 1230	PHS COLOR GUARD	230.81	0.00	0.00	0.00	230.81
05 704 1240	PHS DANCE TEAM	5,044.46	541.57	1,050.00	110.00	5,662.89
05 704 1250	PHS MOCK TRIAL	(190.00)	0.00	0.00	0.00	(190.00)
05 704 1260	PHS MUSICAL	12,280.76	2,062.15	0.00	0.00	10,218.61
05 704 1270	PHS PLAY PRODUCTION	4,457.34	0.00	0.00	0.00	4,457.34
05 704 1275	PHS SHOW CHOIR	3,701.78	0.00	700.00	99.00	4,500.78
05 704 1280	PHS SPEECH	(820.72)	0.00	0.00	0.00	(820.72)
05 704 1305	PHS FRESHMEN	1,569.59	0.00	0.00	0.00	1,569.59
05 704 1310	PHS SOPHOMORES	5,587.78	0.00	0.00	0.00	5,587.78
05 704 1315	PHS JUNIORS	7,604.62	784.00	125.00	0.00	6,945.62

Account Group: PHS **PHS ACTIVITY**

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 1320	PHS SENIORS	6,051.04	1,376.04	0.00	0.00	4,675.00
05 704 1330	PHS ART	617.29	0.00	65.00	0.00	682.29
05 704 1340	PHS BAND	6,211.53	80.58	298.00	1,089.00	7,517.95
05 704 1350	PHS CHOIR	3,597.90	137.00	298.00	0.00	3,758.90
05 704 1360	PHS CONSTRUCTION TECH	387.26	85.72	0.00	0.00	301.54
05 704 1370	PHS FAMILY CONSUMER SCIENCE	585.05	0.00	90.00	0.00	675.05
05 704 1380	PHS INDUSTRY TECH	799.26	57.39	160.00	0.00	901.87
05 704 1385	PHS SCIENCE	2,642.69	0.00	0.00	0.00	2,642.69
05 704 1387	PHS WEIGHT ROOM	4,015.00	3,758.00	0.00	0.00	257.00
05 704 1390	PHS YEARBOOK	24,142.47	0.00	693.61	0.00	24,836.08
05 704 1405	PHS ART CLUB	1,215.93	0.00	0.00	0.00	1,215.93
05 704 1410	PHS DIVERSITY CLUB	1.01	0.00	0.00	0.00	1.01
05 704 1412	PHS ESPORTS	1,105.91	130.66	90.00	0.00	1,065.25
05 704 1415	PHS FBLA	1,346.79	200.00	0.00	0.00	1,146.79
05 704 1420	PHS FCCLA	1,154.92	0.00	0.00	0.00	1,154.92
05 704 1425	PHS FUTURE PROBLEM SOLVERS	45.00	0.00	0.00	0.00	45.00
05 704 1427	PHS GREEN CLUB	54.06	0.00	0.00	0.00	54.06
05 704 1430	PHS LETTER CLUB	1,589.15	0.00	302.75	0.00	1,891.90
05 704 1435	PHS LITERARY CLUB	59.43	0.00	0.00	0.00	59.43
05 704 1440	PHS NATIONAL HONOR SOCIETY	7,603.67	957.81	1,055.00	0.00	7,700.86
05 704 1445	PHS QUIZ BOWL	2,415.37	0.00	0.00	0.00	2,415.37
05 704 1450	PHS SKILLS USA	4,576.49	0.00	739.35	0.00	5,315.84
05 704 1455	PHS SPANISH CLUB	654.23	34.90	0.00	0.00	619.33
05 704 1460	PHS SPIRIT CLUB	264.66	0.00	47.14	0.00	311.80
05 704 1465	PHS STUDENT COUNCIL	1,277.37	0.00	0.00	0.00	1,277.37
05 704 1470	PHS TECH CLUB	51.14	0.00	0.00	0.00	51.14
05 704 1475	PHS THESPIANS	(15.61)	0.00	0.00	88.00	72.39
05 704 1505	PHS COMPUTER SCIENCE DUAL CREDIT	1,108.45	0.00	0.00	0.00	1,108.45
05 704 1507	PHS ELA DUAL CREDIT	3,588.45	0.00	0.00	0.00	3,588.45
05 704 1510	PHS GOVERNMENT DUAL CREDIT	1,300.00	0.00	0.00	0.00	1,300.00
05 704 1515	PHS MATH DUAL CREDIT	5,725.00	0.00	0.00	0.00	5,725.00
05 704 1520	PHS SPANISH DUAL CREDIT	1,336.12	0.00	0.00	0.00	1,336.12
05 704 1600	PHS BASEBALL	15,415.75	11,766.98	1,695.30	0.00	5,344.07
05 704 1605	PHS BOYS BASKETBALL	332.54	0.00	90.00	3,681.50	4,104.04
05 704 1610	PHS BOYS GOLF	315.21	111.12	0.00	0.00	204.09
05 704 1615	PHS BOYS SOCCER	(201.46)	0.00	0.00	0.00	(201.46)
05 704 1620	PHS CROSS COUNTRY	1,028.58	0.00	434.75	368.50	1,831.83
05 704 1625	PHS FOOTBALL	6,141.22	857.00	0.00	0.00	5,284.22

Account Group: PHS **PHS ACTIVITY**

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 1630	PHS GIRLS BASKETBALL	1,429.82	0.00	0.00	242.00	1,671.82
05 704 1635	PHS GIRLS GOLF	1,335.67	0.00	0.00	0.00	1,335.67
05 704 1640	PHS GIRLS SOCCER	4,723.75	0.00	750.00	0.00	5,473.75
05 704 1645	PHS SOFTBALL	3,070.60	0.00	0.00	165.00	3,235.60
05 704 1647	PHS TENNIS FUNDRAISING	3,040.75	1,487.52	2,000.00	0.00	3,553.23
05 704 1650	PHS TRACK	4,261.00	393.37	1,379.00	1,386.00	6,632.63
05 704 1655	PHS UNIFIED/FOOTBALL	519.22	0.00	0.00	88.00	607.22
05 704 1656	PHS UNIFIED/SOCCER	1,500.00	0.00	0.00	0.00	1,500.00
05 704 1660	PHS VOLLEYBALL	6,687.22	0.00	0.00	88.00	6,775.22
05 704 1665	PHS BWRESTLING	3,252.49	0.00	10,000.00	0.00	13,252.49
05 704 1670	PHS GWRESTLING	385.98	0.00	0.00	0.00	385.98
05 704 1710	PHS CLASS FINES	338.61	0.00	88.00	0.00	426.61
05 704 1715	PHS COLLEGE ACCESS GRANT	179.21	0.00	0.00	0.00	179.21
05 704 1720	PHS CONCESSIONS	14,019.31	3,605.48	482.75	(2,773.00)	8,123.58
05 704 1725	PHS D.C. TOUR	1,285.06	0.00	0.00	0.00	1,285.06
05 704 1730	PHS FACULTY COURTESY FUND	1,104.88	0.00	0.00	0.00	1,104.88
05 704 1735	PHS FINE ARTS	15,801.92	20.00	0.00	0.00	15,781.92
05 704 1740	PHS GUIDANCE	968.63	0.00	0.00	0.00	968.63
05 704 1745	PHS LIBRARY	165.23	0.00	0.00	0.00	165.23
05 704 1750	PHS PRINCIPAL	949.34	1,389.23	740.29	0.00	300.40
05 704 1767	PHS STAFF WELLNESS	75.25	0.00	0.00	0.00	75.25
05 704 1770	PHS TROJAN STORE	27,386.71	8,624.69	13,629.53	(5,061.00)	27,330.55
Account Group Total:	PHS ACTIVITY	292,084.81	52,771.41	62,997.47	(297.00)	302,013.87

Activity Fund Balance Report - Summary - Exclude Encumbrances
05/2024 - 05/2024

Account Group: PCJHSACT PC JR HIGH ACTIVITY

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 5440	PC NATIONAL HONOR SOCIETY	709.02	0.00	0.00	0.00	709.02
05 704 5465	PC STUDENT COUNCIL	303.71	0.00	0.00	0.00	303.71
05 704 5727	PC DESTINATION IMAGINATION	8,877.57	4,469.10	4,170.00	297.00	8,875.47
05 704 5745	PC LIBRARY	114.99	0.00	0.00	0.00	114.99
05 704 5750	PC PRINCIPAL	5,180.33	134.84	662.72	0.00	5,708.21
05 704 5755	PC PARENT ADVISORY COUNCIL	2,257.68	1,434.04	0.00	0.00	823.64
Account Group Total:	PC JR HIGH ACTIVITY	17,443.30	6,037.98	4,832.72	297.00	16,535.04

6-6-24

Account Group: WMELEMACT WM ELEMENTARY ACTIVITY

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 4465	WM ELEM STUDENT COUNCIL	887.52	0.00	0.00	0.00	887.52
05 704 4727	WM ELEM DESTINATION IMAGINATION	1,514.94	0.00	0.00	0.00	1,514.94
05 704 4745	WM ELEM LIBRARY	3,862.28	0.00	13.00	0.00	3,875.28
05 704 4750	WM ELEM PRINCIPAL	5,844.05	1,121.74	1,035.19	0.00	5,757.50
05 704 4760	WM ELEM POP	0.00	0.00	0.00	0.00	0.00
Account Group Total:	WM ELEMENTARY ACTIVITY	12,108.79	1,121.74	1,048.19	0.00	12,035.24

Account Group: SPELEMACT SP ELEMENTARY ACTIVITY

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 2465	SP ELEM STUDENT COUNCIL	503.41	0.00	0.00	0.00	503.41
05 704 2727	SP ELEM DESTINATION IMAGINATION	4,849.93	0.00	0.00	0.00	4,849.93
05 704 2745	SP ELEM LIBRARY	2,523.14	0.00	0.00	0.00	2,523.14
05 704 2750	SP ELEM PRINCIPAL	1,467.31	108.00	986.55	0.00	2,345.86
05 704 2760	SP ELEM POP	269.01	114.70	0.00	0.00	154.31
05 704 2775	SP ELEM WALK-A-THON	7,179.85	561.34	0.00	0.00	6,618.51 *
Account Group Total:	SP ELEMENTARY ACTIVITY	16,792.65	784.04	986.55	0.00	16,995.16

***Please note that not all expenses are reflected, as of the creation of this report, $3,200.00+ has been submitted but has not been processed.**

Additional processing is occurring in other accounts as well.

Kaela Heneger June 6, 2024

Kaela Heneger, Ed.D.
Springfield Elementary Principal

SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW EARLY EDUCATION CENTER
765 MAIN ST
SPRINGFIELD NE 68059

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY ..... ACCOUNT 03-491-217 PIECES 3

	WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE (04/30/24)			1,737.50
INTEREST PAID			
3 CHECKS / DEBITS	313.96		
STATEMENT BALANCE (05/31/24)			1,423.54

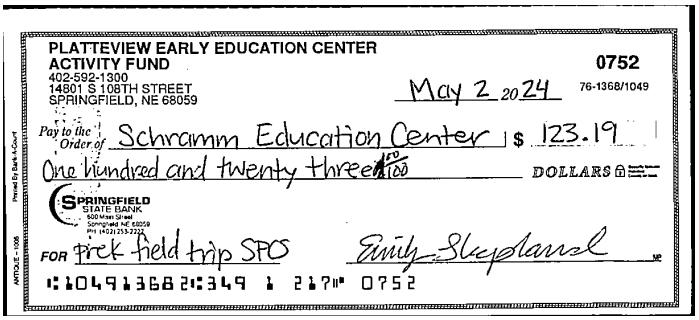
AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 1,559.01

CHECKS / DEBITS ..... ACCOUNT 03-491-217

05/10	752	123.19	CUSTOMER CHE	05/22	754	60.00	CUSTOMER CHE
05/15	753	130.77	CUSTOMER CHE				

DAILY BALANCES ..... ACCOUNT 03-491-217

04/30	1737.50	05/10	1614.31	05/15	1483.54	05/22	1423.54
						05/31	1423.54


PLATTEVIEW EARLY EDUCATION CENTER
ACTIVITY FUND
402-592-1300
14801 S 108TH STREET
SPRINGFIELD, NE 68059

0752
76-1368/1049

May 2 2024

Pay to the Order of Schramm Education Center $ 123.19

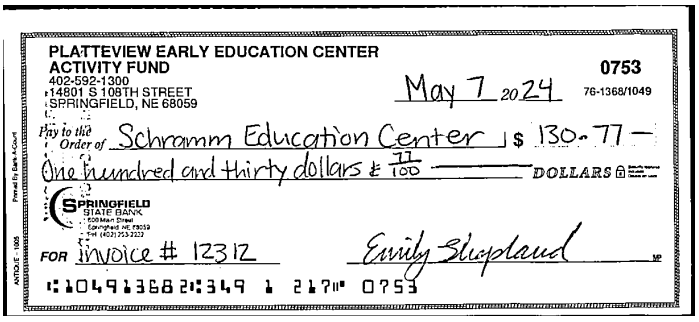
One hundred and twenty three 19/100 DOLLARS

SPRINGFIELD STATE BANK
500 Main Street
Springfield NE 68059
PH: (402) 253-2222

FOR trck field trip SPO Emily Shepland

⑆104913682⑆349 1 217" 0752

752 5/10/2024 123.19


PLATTEVIEW EARLY EDUCATION CENTER
ACTIVITY FUND
402-592-1300
14801 S 108TH STREET
SPRINGFIELD, NE 68059

0753
76-1368/1049

May 7 2024

Pay to the Order of Schramm Education Center $ 130.77

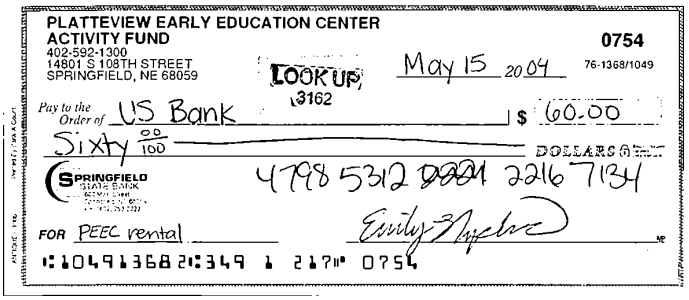
One hundred and thirty dollars & 77/100 DOLLARS

SPRINGFIELD STATE BANK
500 Main Street
Springfield NE 68059
PH: (402) 253-2222

FOR invoice # 12312 Emily Shepland

⑆104913682⑆349 1 217" 0753

753 5/15/2024 130.77


PLATTEVIEW EARLY EDUCATION CENTER
ACTIVITY FUND
402-592-1300
14801 S 108TH STREET
SPRINGFIELD, NE 68059

0754
76-1368/1049

LOOK UP 3162

May 15 2024

Pay to the Order of US Bank $ 60.00

Sixty 00/100 DOLLARS

SPRINGFIELD STATE BANK

4798 5312 [illegible] 2216 7134

FOR PEEC rental Emily Shepland

⑆104913682⑆349 1 217" 0754

754 5/22/2024 60.00

CHECKS OUTSTANDING					
DATE OR NUMBER	AMOUNT		DATE OR NUMBER	AMOUNT	
			TOTAL		

CHECKBOOK RECONCILIATION		
ENTER BALANCE THIS STATEMENT	$	
ADD RECENT DEPOSITS (NOT CREDITED ON THIS STATEMENT)		
	$	
SUBTOTAL	$	
SUBTRACT TOTAL CHECKS OUTSTANDING	$	
BALANCE	$	

BALANCE should agree with your checkbook balance after deducting charges and adding credits not shown in your checkbook but included on this statement as follows:

Interest - Add Overdraft - Deduct Automatic Payment - Deduct Automatic Advance - Add Service Charge - Deduct

If your checkbook and statement do not balance, have you:

☐ Accounted for bank charges? ☐ Verified additions and subtractions in your checkbook? ☐ Compared cancelled checks to check stub? ☐ Compared deposit amounts on statement to your checkbook?

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Call us at the telephone number listed on front of statement or write to us at Horizon Bank, PO Box 447, Waverly, NE 68642, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).
(2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

YOUR CASH RESERVE ACCOUNT SUMMARY OF RIGHTS IS OUTLINED BELOW

This is a summary of your rights; a full statement of your rights and our responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to a billing error notice.

Your Cash Reserve Account is operated in conjunction with your Demand Deposit Account. Any charges for your checking account will be made to the Demand Deposit Account and they will be the same charges as are made for Demand Deposit Accounts not operated in conjunction with Cash Reserve Accounts. The following information thus applies only to loans made to you under your Cash Reserve Account line of credit.

Balance Subject to Interest Rate: We figure the interest charge (for Home Equity Lines of Credit this may be a portion of the finance charge) on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits and any unpaid interest or other finance charges. This gives us the daily balance. Please contact us at the telephone number listed on the front of this statement if you have further questions on how we compute the finance charge.

You may pay off your Cash Reserve Account loan balance at any time, or make voluntary additional payments. Payments shall be applied, first to any unpaid interest and finance charges, and second the principal loan balance outstanding in your Cash Reserve Account. Periodic statements may be sent to you at the end of each billing cycle showing your Cash Reserve Account loan transactions.

Send payments and inquiries to address shown on front of this statement. Payments must be received by 3:00 p.m. to be credited on that **business** day. Payments received after 3:00 p.m. are credited on the next **business** day.

The following section is for Consumer Cash Reserve and Consumer Home Equity Lines of Credit

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:
Horizon Bank
PO Box 447, Waverly, NE 68462

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing* [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:
Horizon Bank
PO Box 447, Waverly, NE 68462

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW ACTIVITY FUND
14801 S 108TH ST
SPRINGFIELD NE 68059

YOUR ACCOUNT TYPE IS: BUSINESS INTEREST CHK

CHECKING SUMMARY ..... ACCOUNT 00N104-812 PIECES 109

	WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE (04/30/24)			401,157.64
48 DEPOSITS / CREDITS		69,787.64	
INTEREST PAID		77.29	
102 CHECKS / DEBITS	80,637.92		
STATEMENT BALANCE (05/31/24)			390,384.65

YTD INTEREST PAID 375.74

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 363,992.07

DEPOSITS / CREDITS ..... ACCOUNT 00N104-812

05/01/24	ACH DEPOSIT	139.94
05/02/24	ACH DEPOSIT	47.14
05/02/24	ACH DEPOSIT	280.17
05/02/24	ACH DEPOSIT	289.34
05/03/24	ACH DEPOSIT	365.23
05/06/24	ACH DEPOSIT	332.87
05/06/24	ACH DEPOSIT	756.12
05/07/24	ACH DEPOSIT	660.92
05/08/24	ACH DEPOSIT	711.27
05/09/24	ACH DEPOSIT	266.45
05/10/24	ACH DEPOSIT	640.13
05/13/24	CUSTOMER DEPOSIT	390.19
05/13/24	ACH DEPOSIT	311.71
05/13/24	ACH DEPOSIT	361.81
05/14/24	ACH DEPOSIT	792.62
05/15/24	ACH DEPOSIT	633.29
05/16/24	CUSTOMER DEPOSIT	230.00
05/16/24	CUSTOMER DEPOSIT	350.00
05/16/24	CUSTOMER DEPOSIT	496.00
05/16/24	CUSTOMER DEPOSIT	700.00
05/16/24	CUSTOMER DEPOSIT	2,974.00
05/16/24	ACH DEPOSIT	376.58
05/17/24	ACH DEPOSIT	1,350.65
05/20/24	ACH DEPOSIT	556.21
05/20/24	ACH DEPOSIT	923.79
05/21/24	ACH DEPOSIT	406.30

SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW ACTIVITY FUND
14801 S 108TH ST
SPRINGFIELD NE 68059

05/22/24	ACH DEPOSIT		328.03
05/23/24	ACH DEPOSIT		396.60
05/24/24	ACH DEPOSIT		313.76
05/28/24	ACH DEPOSIT		48.25
05/28/24	ACH DEPOSIT		169.02
05/28/24	ACH DEPOSIT		342.89
05/29/24	ACH DEPOSIT		439.69
05/30/24	ACH DEPOSIT		521.63
05/31/24	CUSTOMER DEPOSIT		79.72
05/31/24	CUSTOMER DEPOSIT		327.11
05/31/24	CUSTOMER DEPOSIT		655.00
05/31/24	CUSTOMER DEPOSIT		676.50
05/31/24	CUSTOMER DEPOSIT		983.55
05/31/24	CUSTOMER DEPOSIT		2,023.22
05/31/24	CUSTOMER DEPOSIT		2,150.25
05/31/24	CUSTOMER DEPOSIT		2,229.61
05/31/24	CUSTOMER DEPOSIT		2,475.10
05/31/24	CUSTOMER DEPOSIT		4,270.05
05/31/24	CUSTOMER DEPOSIT		5,040.75
05/31/24	CUSTOMER DEPOSIT		12,000.00
05/31/24	CUSTOMER DEPOSIT		18,097.69
05/31/24	ACH DEPOSIT		876.49
05/31/24	INTEREST PAID		77.29

CHECKS / DEBITS ..... ACCOUNT 00N104-812

05/07		115.00	DEBIT CARD P 05/23*	61250	109.79	CUSTOMER CHE	
05/07		200.00	DEBIT CARD P 05/06*	61328	170.00	CUSTOMER CHE	
05/08		251.45	DEBIT CARD P 05/06*	61476	147.36	CUSTOMER CHE	
05/09		90.84	DEBIT CARD P 05/24*	61551	100.00	CUSTOMER CHE	
05/10		175.00	DEBIT CARD P 05/06*	61571	85.00	CUSTOMER CHE	
05/13		118.57	DEBIT CARD P 05/29*	61586	440.00	CUSTOMER CHE	
05/15		60.32	DEBIT CARD P 05/09*	61615	722.00	CUSTOMER CHE	
05/16		17091.92	ACH DEBIT 05/15*	61684	44.00	CUSTOMER CHE	
05/17		212.00	ACH DEBIT 05/03*	61711	71.50	CUSTOMER CHE	
05/21		524.65	DEBIT CARD P 05/02*	61715	1041.75	CUSTOMER CHE	
05/21		770.00	DEBIT CARD P 05/07*	61723	1260.00	CUSTOMER CHE	
05/23		250.00	RECURRING DE 05/06*	61726	1067.80	CUSTOMER CHE	
05/21*	1833	35.00	CUSTOMER CHE 05/15*	61729	40.00	CUSTOMER CHE	
05/17*	6181	250.00	CUSTOMER CHE 05/15	61730	100.00	CUSTOMER CHE	
05/13*	31919	132.20	CUSTOMER CHE 05/08	61731	362.34	CUSTOMER CHE	

SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW ACTIVITY FUND
14801 S 108TH ST
SPRINGFIELD NE 68059

05/06*	61744	23.94	CUSTOMER CHE	05/07	61798	73.00	CUSTOMER CHE
05/02*	61755	8952.85	CUSTOMER CHE	05/09	61799	153.00	CUSTOMER CHE
05/01*	61761	140.00	CUSTOMER CHE	05/06	61800	153.00	CUSTOMER CHE
05/20	61762	157.00	CUSTOMER CHE	05/07	61801	153.00	CUSTOMER CHE
05/01	61763	157.00	CUSTOMER CHE	05/09	61802	83.00	CUSTOMER CHE
05/06	61764	140.00	CUSTOMER CHE	05/06	61803	83.00	CUSTOMER CHE
05/02	61765	157.00	CUSTOMER CHE	05/07	61804	83.00	CUSTOMER CHE
05/15	61766	841.80	CUSTOMER CHE	05/15	61805	86.47	CUSTOMER CHE
05/14	61767	1100.00	CUSTOMER CHE	05/09	61806	837.00	CUSTOMER CHE
05/14	61768	781.00	CUSTOMER CHE	05/14	61807	388.00	CUSTOMER CHE
05/14	61769	847.00	CUSTOMER CHE	05/14	61808	1000.00	CUSTOMER CHE
05/24	61770	125.00	CUSTOMER CHE	05/14	61809	1000.00	CUSTOMER CHE
05/14	61771	839.90	CUSTOMER CHE	05/24	61810	250.00	CUSTOMER CHE
05/14	61772	5027.27	CUSTOMER CHE	05/20*	61813	102.18	CUSTOMER CHE
05/16	61773	2475.00	CUSTOMER CHE	05/28	61814	275.00	CUSTOMER CHE
05/10	61774	4404.20	CUSTOMER CHE	05/17	61815	210.00	CUSTOMER CHE
05/15	61775	479.00	CUSTOMER CHE	05/14	61816	34.90	CUSTOMER CHE
05/13	61776	190.00	CUSTOMER CHE	05/17	61817	250.00	CUSTOMER CHE
05/06	61777	411.55	CUSTOMER CHE	05/14*	61819	250.00	CUSTOMER CHE
05/17*	61779	338.00	CUSTOMER CHE	05/28*	61821	280.00	CUSTOMER CHE
05/14*	61781	803.00	CUSTOMER CHE	05/28	61822	2491.99	CUSTOMER CHE
05/07	61782	30.99	CUSTOMER CHE	05/13	61823	206.56	CUSTOMER CHE
05/20	61783	50.00	CUSTOMER CHE	05/17	61824	106.00	CUSTOMER CHE
05/21	61784	42.28	CUSTOMER CHE	05/14*	61826	250.00	CUSTOMER CHE
05/29	61785	490.00	CUSTOMER CHE	05/28*	61828	1344.10	CUSTOMER CHE
05/14	61786	715.00	CUSTOMER CHE	05/22	61829	352.59	CUSTOMER CHE
05/20	61787	458.00	CUSTOMER CHE	05/20*	61834	466.04	CUSTOMER CHE
05/13	61788	382.02	CUSTOMER CHE	05/30*	61837	325.00	CUSTOMER CHE
05/13	61789	6090.00	CUSTOMER CHE	05/24	61838	350.00	CUSTOMER CHE
05/02	61790	154.10	CUSTOMER CHE	05/23	61839	140.00	CUSTOMER CHE
05/16	61791	594.58	CUSTOMER CHE	05/29	61840	300.00	CUSTOMER CHE
05/10	61792	165.00	CUSTOMER CHE	05/29*	61842	123.69	CUSTOMER CHE
05/13	61793	2996.00	CUSTOMER CHE	05/29	61843	111.12	CUSTOMER CHE
05/14*	61795	271.50	CUSTOMER CHE	05/28	61844	710.00	CUSTOMER CHE
05/08	61796	73.00	CUSTOMER CHE	05/24*	61847	317.52	CUSTOMER CHE
05/10	61797	73.00	CUSTOMER CHE	05/31*	61887	284.29	CUSTOMER CHE

DAILY BALANCES ..... ACCOUNT 00N104-812

04/30	401157.64	05/01	401000.58	05/02	391311.53	05/03	391605.26
05/06	390412.60	05/07	389158.53	05/08	389183.01	05/09	387563.62

SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW ACTIVITY FUND
14801 S 108TH ST
SPRINGFIELD NE 68059

05/10	383386.55	05/13	374334.91	05/14	361819.96	05/15	360801.66
05/16	345766.74	05/17	345751.39	05/20	345998.17	05/21	345032.54
05/22	345007.98	05/23	344904.79	05/24	344076.03	05/28	339535.10
05/29	338509.98	05/30	338706.61			05/31	390384.65

	AUTOMATIC TRANSACTIONS			DEBITS	CREDITS
05/01/24	Square Inc	240501P2	9424300002		139.94
05/02/24	CHESTERMAN COMPAEDI PYMNTS	3420179100			47.14
05/02/24	Square Inc	240502P2	9424300002		280.17
05/02/24	CHESTERMAN COMPAEDI PYMNTS	3420179100			289.34
05/03/24	Square Inc	240503P2	9424300002		365.23
05/06/24	Square Inc	240506P2	9424300002		332.87
05/06/24	Square Inc	240506P2	9424300002		756.12
05/07/24	Square Inc	240507P2	9424300002		660.92
05/07/24	SQ *LEAF + PETAL NE	gosq.com		115.00	
05/07/24	TOP GOLF OMAHA 59-3 NE	214-341-9600		200.00	
05/08/24	Square Inc	240508P2	9424300002		711.27
05/08/24	IN *CSIP INC. NE	OMAHA		251.45	
05/09/24	Square Inc	240509P2	9424300002		266.45
05/09/24	SPIN PAYEEZY PAPILLION NE	402-935-7746		90.84	
05/10/24	Square Inc	240510P2	9424300002		640.13
05/10/24	FSP*NSCA CO	800-815-6826		175.00	
05/13/24	Square Inc	240513P2	9424300002		311.71
05/13/24	Square Inc	240513P2	9424300002		361.81
05/13/24	VEVOR CA	855-3851880		118.57	
05/14/24	Square Inc	240514P2	9424300002		792.62
05/15/24	Square Inc	240515P2	9424300002		633.29
05/15/24	Amazon.com*NT0900VT3 WA	Amzn.com/bill		60.32	
05/16/24	Square Inc	240516P2	9424300002		376.58
05/16/24	Sams BRC	SYF PAYMNT	9069872103	17091.92	
05/17/24	Square Inc	240517P2	9424300002		1350.65
05/17/24	CapitalOne	CAPITAL ON	1202010130	212.00	
05/20/24	Square Inc	240520P2	9424300002		556.21

SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW ACTIVITY FUND
14801 S 108TH ST
SPRINGFIELD NE 68059

05/20/24	Square Inc	240520P2	9424300002		923.79
05/21/24	Square Inc	240521P2	9424300002		406.30
05/21/24	SMARTSIGN NY		clover.com	524.65	
05/21/24	SQ *LEAF + PETAL NE		gosq.com	770.00	
05/22/24	Square Inc	240522P2	9424300002		328.03
05/23/24	Square Inc	240523P2	9424300002		396.60
05/23/24	THEATREFOLK NY		HTTPSWWW.THEA	250.00	
05/24/24	Square Inc	240524P2	9424300002		313.76
05/28/24	Square Inc	240527P2	9424300002		48.25
05/28/24	Square Inc	240527P2	9424300002		169.02
05/28/24	Square Inc	240528P2	9424300002		342.89
05/29/24	Square Inc	240529P2	9424300002		439.69
05/30/24	Square Inc	240530P2	9424300002		521.63
05/31/24	Square Inc	240531P2	9424300002		876.49

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/13/2024
Tran TS	5/13/2024 1:56:11 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	390.19
Checks	0.00
Cash Back	0.00
Total Deposit	390.19

5/13/2024 390.19

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/16/2024
Tran TS	5/16/2024 1:47:57 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	320.00
Checks	30.00
Cash Back	0.00
Total Deposit	350.00

5/16/2024 350.00

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/16/2024
Tran TS	5/16/2024 1:48:33 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	140.00
Checks	90.00
Cash Back	0.00
Total Deposit	230.00

5/16/2024 230.00

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:15:34 PM
Teller Name	PMB

----- Deposit Totals -----

Cash In	439.00
Checks	1,584.22
Cash Back	0.00
Total Deposit	2,023.22

5/31/2024 2023.22

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/16/2024
Tran TS	5/16/2024 1:46:50 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	646.00
Checks	2,328.00
Cash Back	0.00
Total Deposit	2,974.00

5/16/2024 2974.00

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:16:55 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	0.00
Checks	18,097.69
Cash Back	0.00
Total Deposit	18,097.69

5/31/2024 18097.69

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/16/2024
Tran TS	5/16/2024 1:49:46 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	0.00
Checks	700.00
Cash Back	0.00
Total Deposit	700.00

5/16/2024 700.00

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:13:21 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	724.75
Checks	3,545.30
Cash Back	0.00
Total Deposit	4,270.05

5/31/2024 4270.05

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/16/2024
Tran TS	5/16/2024 1:49:15 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	0.00
Checks	496.00
Cash Back	0.00
Total Deposit	496.00

5/16/2024 496.00

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:15:57 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	327.11
Checks	0.00
Cash Back	0.00
Total Deposit	327.11

5/31/2024 327.11

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:17:23 PM
Teller Name	PMB

----- Deposit Totals -----

Cash In	0.00
Checks	12,000.00
Cash Back	0.00
Total Deposit	12,000.00

5/31/2024 12000.00

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:14:11 PM
Teller Name	PMB

----- Deposit Totals -----

Cash In	47.00
Checks	608.00
Cash Back	0.00
Total Deposit	655.00

5/31/2024 655.00

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:21:21 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	931.00
Checks	1,298.61
Cash Back	0.00
Total Deposit	2,229.61

5/31/2024 2229.61

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:22:40 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	1,362.10
Checks	1,113.00
Cash Back	0.00
Total Deposit	2,475.10

5/31/2024 2475.10

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:14:47 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	4,940.75
Checks	100.00
Cash Back	0.00
Total Deposit	5,040.75

5/31/2024 5040.75

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:20:02 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	247.00
Checks	429.50
Cash Back	0.00
Total Deposit	676.50

5/31/2024 676.50

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:18:13 PM
Teller Name	LJP

----- Deposit Totals -----

Cash In	589.00
Checks	1,561.25
Cash Back	0.00
Total Deposit	2,150.25

5/31/2024 2150.25

Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:13:19 PM
Teller Name	PMB

----- Deposit Totals -----

Cash In	0.00
Checks	79.72
Cash Back	0.00
Total Deposit	79.72

5/31/2024 79.72

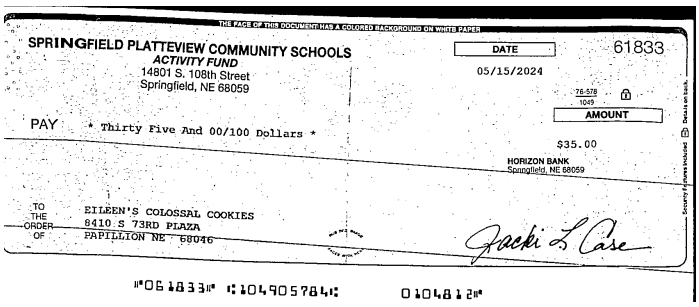
Horizon Bank
CUSTOMER DEPOSIT
Springfield

Account	104812
Name	SPRINGFIELD PLATTEVIEW COMM
Tran Date	5/31/2024
Tran TS	5/31/2024 1:22:52 PM
Teller Name	PMB

----- Deposit Totals -----

Cash In	0.00
Checks	983.55
Cash Back	0.00
Total Deposit	983.55

5/31/2024 983.55


THE PAPER OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/15/2024

61833

76-578
1049

AMOUNT $35.00

PAY * Thirty Five And 00/100 Dollars *

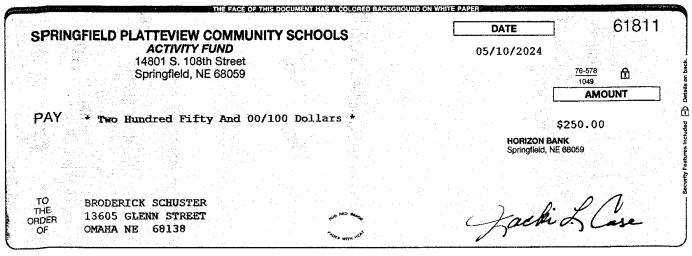
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF EILEEN'S COLOSSAL COOKIES
8410 S 73RD PLAZA
PAPILLION NE 68046

Jacki L Case

"061833" :104905784: 0104812"

1833 5/21/2024 35.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/10/2024 61811

76-578 / 1049

AMOUNT $250.00

PAY * Two Hundred Fifty And 00/100 Dollars *

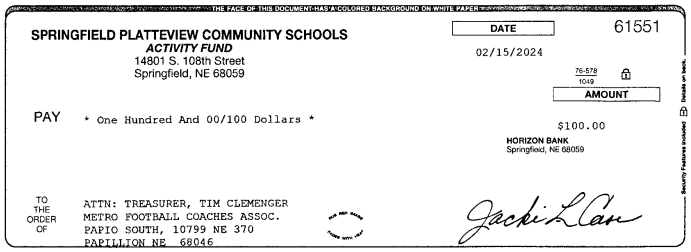
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF BRODERICK SCHUSTER
13605 GLENN STREET
OMAHA NE 68138

Jacki L Case

⑈061811⑈ ⑆104905784⑆ 0104812⑈

6181 5/17/2024 250.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 02/15/2024 61551

76-578 / 1049

AMOUNT $100.00

PAY * One Hundred And 00/100 Dollars *

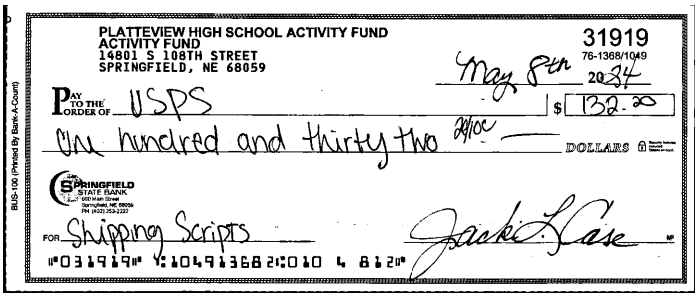
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF ATTN: TREASURER, TIM CLEMENGER
METRO FOOTBALL COACHES ASSOC.
PAPIO SOUTH, 10799 NE 370
PAPILLION NE 68046

Jacki L Case

⑈061551⑈ ⑆104905784⑆ 0104812⑈

61551 5/24/2024 100.00


PLATTEVIEW HIGH SCHOOL ACTIVITY FUND
ACTIVITY FUND
14801 S 108TH STREET
SPRINGFIELD, NE 68059

31919
76-1368/1049

May 8th 2024

PAY TO THE ORDER OF USPS $ 132.20

One hundred and thirty two 20/cc DOLLARS

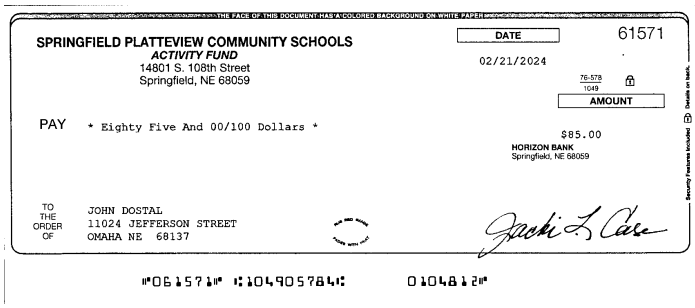
SPRINGFIELD STATE BANK

FOR Shipping Scripts

Jacki L Case

⑈031919⑈ ⑆104913682⑆010 4 812⑈

31919 5/13/2024 132.20


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 02/21/2024 61571

76-578 / 1049

AMOUNT $85.00

PAY * Eighty Five And 00/100 Dollars *

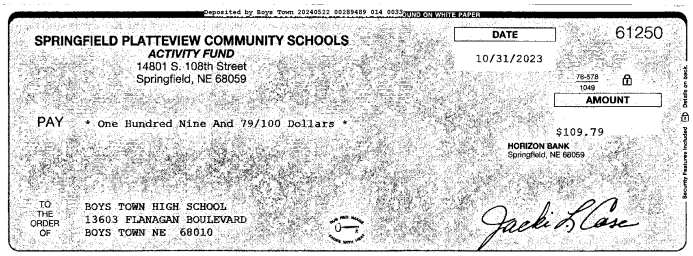
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF JOHN DOSTAL
11024 JEFFERSON STREET
OMAHA NE 68137

Jacki L Case

⑈061571⑈ ⑆104905784⑆ 0104812⑈

61571 5/6/2024 85.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 10/31/2023 61250

76-578 / 1049

AMOUNT $109.79

PAY * One Hundred Nine And 79/100 Dollars *

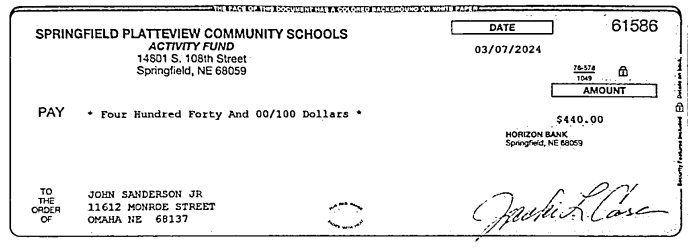
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF BOYS TOWN HIGH SCHOOL
13603 FLANAGAN BOULEVARD
BOYS TOWN NE 68010

Jacki L Case

⑈061250⑈ ⑆104905784⑆ 0104812⑈

61250 5/23/2024 109.79


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 03/07/2024 61586

76-578 / 1049

AMOUNT $440.00

PAY * Four Hundred Forty And 00/100 Dollars *

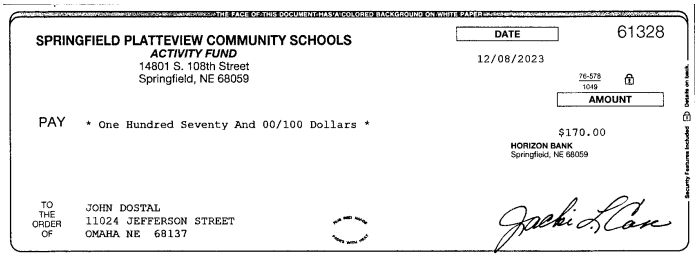
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF JOHN SANDERSON JR
11612 MONROE STREET
OMAHA NE 68137

Jacki L Case

⑈061586⑈ ⑆104905784⑆ 0104812⑈

61586 5/29/2024 440.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 12/08/2023 61328

76-578 / 1049

AMOUNT $170.00

PAY * One Hundred Seventy And 00/100 Dollars *

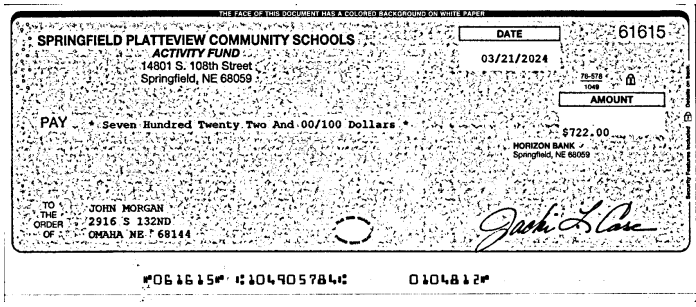
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF JOHN DOSTAL
11024 JEFFERSON STREET
OMAHA NE 68137

Jacki L Case

⑈061328⑈ ⑆104905784⑆ 0104812⑈

61328 5/6/2024 170.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 03/21/2024 61615

76-578 / 1049

AMOUNT $722.00

PAY * Seven Hundred Twenty Two And 00/100 Dollars *

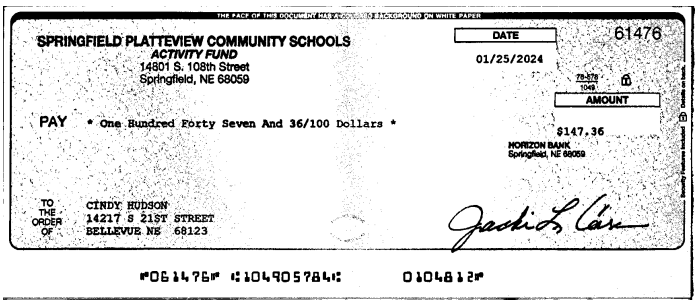
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF JOHN MORGAN
2916 S 132ND
OMAHA NE 68144

Jacki L Case

⑈061615⑈ ⑆104905784⑆ 0104812⑈

61615 5/9/2024 722.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 01/25/2024 61476

76-578 / 1049

AMOUNT $147.36

PAY * One Hundred Forty Seven And 36/100 Dollars *

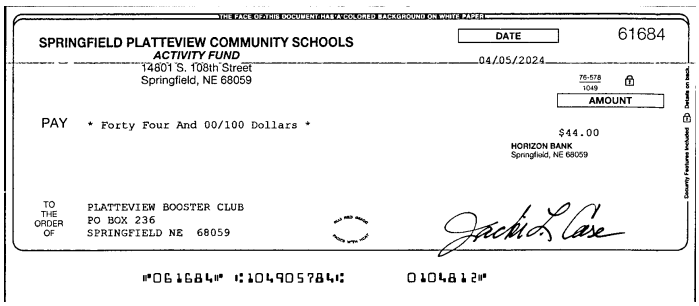
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF CINDY HUDSON
14217 S 21ST STREET
BELLEVUE NE 68123

Jacki L Case

⑈061476⑈ ⑆104905784⑆ 0104812⑈

61476 5/6/2024 147.36


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/05/2024 61684

76-578 / 1049

AMOUNT $44.00

PAY * Forty Four And 00/100 Dollars *

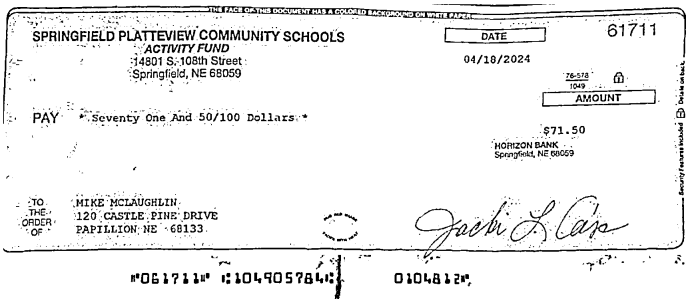
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF PLATTEVIEW BOOSTER CLUB
PO BOX 236
SPRINGFIELD NE 68059

Jacki L Case

⑈061684⑈ ⑆104905784⑆ 0104812⑈

61684 5/15/2024 44.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/18/2024 61711

76-578 1049

AMOUNT $71.50

PAY * Seventy One And 50/100 Dollars *

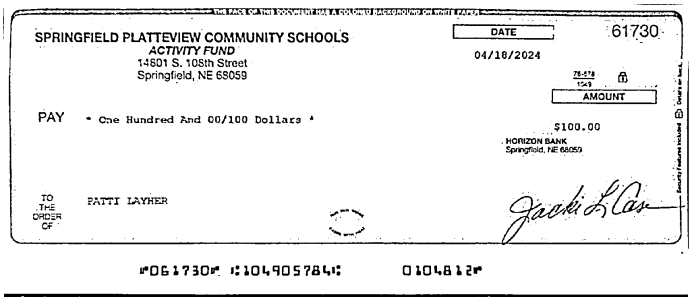
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF MIKE MCLAUGHLIN
120 CASTLE PINE DRIVE
PAPILLION NE 68133

Jacki L Case

⑈061711⑈ ⑆104905784⑆ 0104812⑈

61711 5/3/2024 71.50


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/18/2024 61730

76-578 1049

AMOUNT $100.00

PAY * One Hundred And 00/100 Dollars *

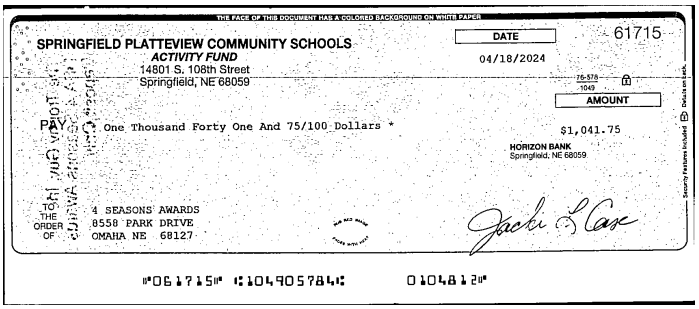
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF PATTI LAYHER

Jacki L Case

⑈061730⑈ ⑆104905784⑆ 0104812⑈

61730 5/15/2024 100.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/18/2024 61715

76-578 1049

AMOUNT $1,041.75

PAY * One Thousand Forty One And 75/100 Dollars *

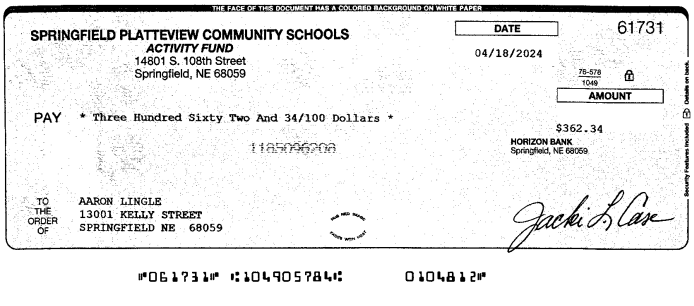
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF 4 SEASONS AWARDS
8558 PARK DRIVE
OMAHA NE 68127

Jacki L Case

⑈061715⑈ ⑆104905784⑆ 0104812⑈

61715 5/2/2024 1041.75


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/18/2024 61731

76-578 1049

AMOUNT $362.34

PAY * Three Hundred Sixty Two And 34/100 Dollars *

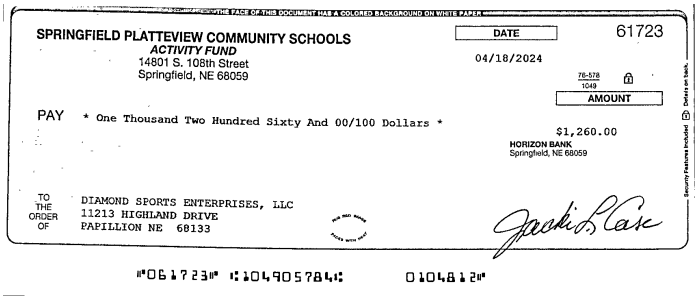
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF AARON LINGLE
13001 KELLY STREET
SPRINGFIELD NE 68059

Jacki L Case

⑈061731⑈ ⑆104905784⑆ 0104812⑈

61731 5/8/2024 362.34


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/18/2024 61723

76-578 1049

AMOUNT $1,260.00

PAY * One Thousand Two Hundred Sixty And 00/100 Dollars *

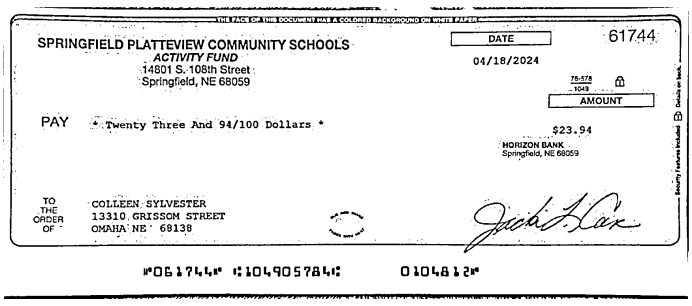
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF DIAMOND SPORTS ENTERPRISES, LLC
11213 HIGHLAND DRIVE
PAPILLION NE 68133

Jacki L Case

⑈061723⑈ ⑆104905784⑆ 0104812⑈

61723 5/7/2024 1260.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/18/2024 61744

76-578 1049

AMOUNT $23.94

PAY * Twenty Three And 94/100 Dollars *

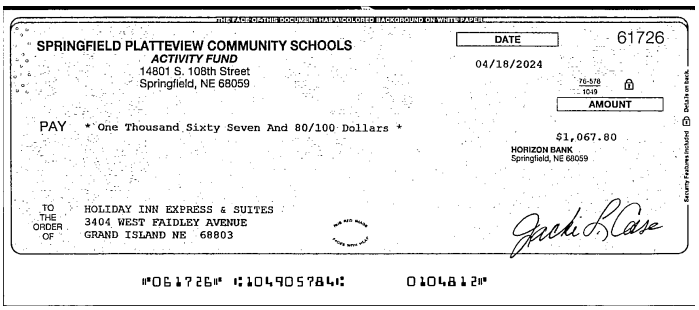
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF COLLEEN SYLVESTER
13310 GRISSOM STREET
OMAHA NE 68138

Jacki L Case

⑈061744⑈ ⑆104905784⑆ 0104812⑈

61744 5/6/2024 23.94


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/18/2024 61726

76-578 1049

AMOUNT $1,067.80

PAY * One Thousand Sixty Seven And 80/100 Dollars *

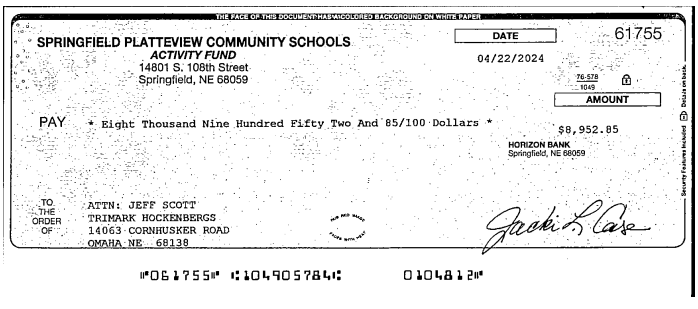
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF HOLIDAY INN EXPRESS & SUITES
3404 WEST FAIDLEY AVENUE
GRAND ISLAND NE 68803

Jacki L Case

⑈061726⑈ ⑆104905784⑆ 0104812⑈

61726 5/6/2024 1067.80


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/22/2024 61755

76-578 1049

AMOUNT $8,952.85

PAY * Eight Thousand Nine Hundred Fifty Two And 85/100 Dollars *

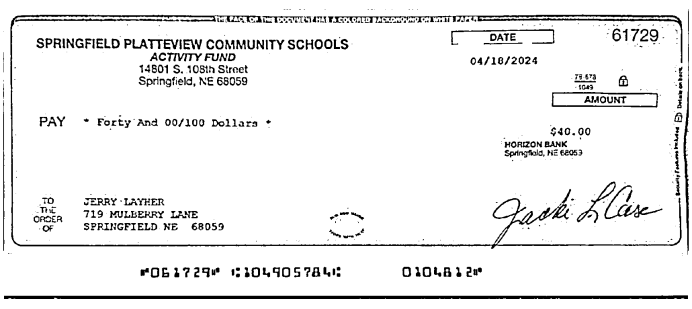
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF ATTN: JEFF SCOTT
TRIMARK HOCKENBERGS
14063 CORNHUSKER ROAD
OMAHA NE 68138

Jacki L Case

⑈061755⑈ ⑆104905784⑆ 0104812⑈

61755 5/2/2024 8952.85


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/18/2024 61729

76-578 1049

AMOUNT $40.00

PAY * Forty And 00/100 Dollars *

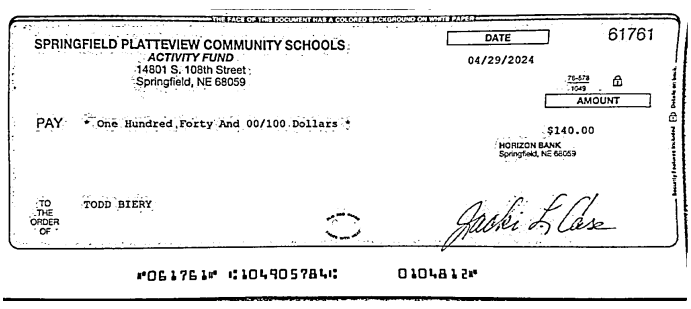
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF JERRY LAYHER
719 MULBERRY LANE
SPRINGFIELD NE 68059

Jacki L Case

⑈061729⑈ ⑆104905784⑆ 0104812⑈

61729 5/15/2024 40.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/29/2024 61761

76-578 1049

AMOUNT $140.00

PAY * One Hundred Forty And 00/100 Dollars *

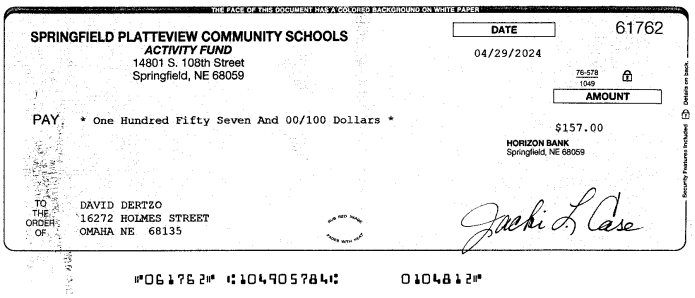
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF TODD BIERY

Jacki L Case

⑈061761⑈ ⑆104905784⑆ 0104812⑈

61761 5/1/2024 140.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/29/2024 61762

76-578 / 1049 AMOUNT

PAY * One Hundred Fifty Seven And 00/100 Dollars * $157.00

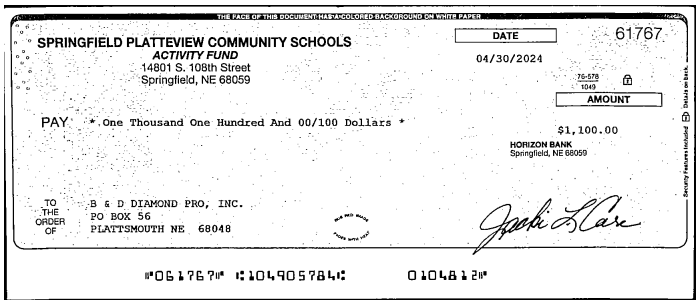
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF DAVID DERTZO
16272 HOLMES STREET
OMAHA NE 68135

Jacki L. Case

⑈061762⑈ ⑆104905784⑆ 0104812⑈

61762 5/20/2024 157.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61767

76-578 / 1049 AMOUNT

PAY * One Thousand One Hundred And 00/100 Dollars * $1,100.00

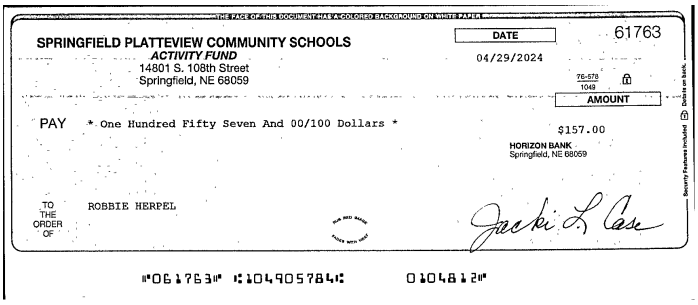
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF B & D DIAMOND PRO, INC.
PO BOX 56
PLATTSMOUTH NE 68048

Jacki L. Case

⑈061767⑈ ⑆104905784⑆ 0104812⑈

61767 5/14/2024 1100.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/29/2024 61763

76-578 / 1049 AMOUNT

PAY * One Hundred Fifty Seven And 00/100 Dollars * $157.00

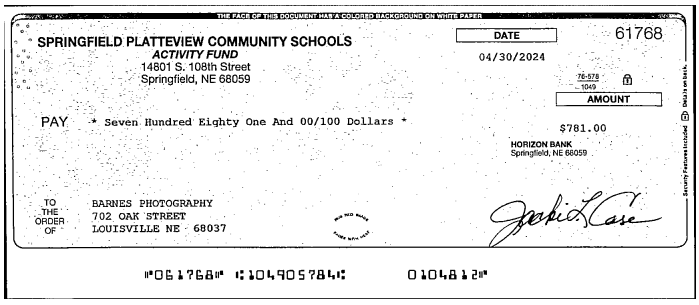
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF ROBBIE HERPEL

Jacki L. Case

⑈061763⑈ ⑆104905784⑆ 0104812⑈

61763 5/1/2024 157.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61768

76-578 / 1049 AMOUNT

PAY * Seven Hundred Eighty One And 00/100 Dollars * $781.00

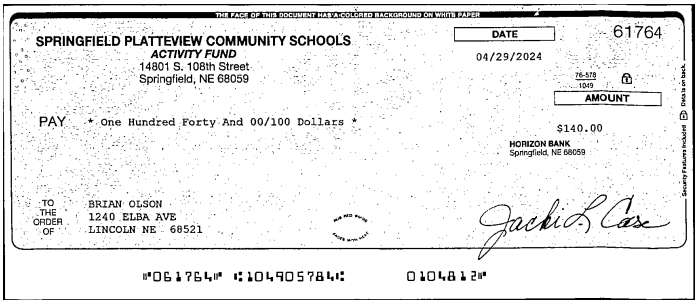
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF BARNES PHOTOGRAPHY
702 OAK STREET
LOUISVILLE NE 68037

Jacki L. Case

⑈061768⑈ ⑆104905784⑆ 0104812⑈

61768 5/14/2024 781.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/29/2024 61764

76-578 / 1049 AMOUNT

PAY * One Hundred Forty And 00/100 Dollars * $140.00

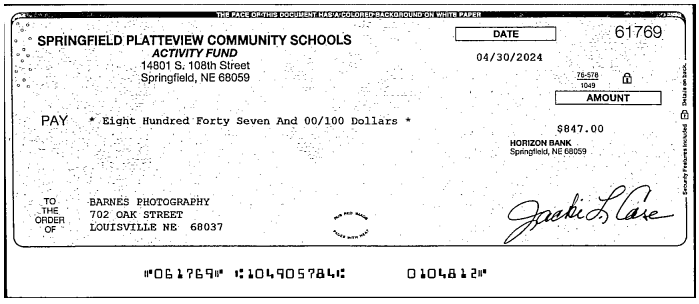
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF BRIAN OLSON
1240 ELBA AVE
LINCOLN NE 68521

Jacki L. Case

⑈061764⑈ ⑆104905784⑆ 0104812⑈

61764 5/6/2024 140.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61769

76-578 / 1049 AMOUNT

PAY * Eight Hundred Forty Seven And 00/100 Dollars * $847.00

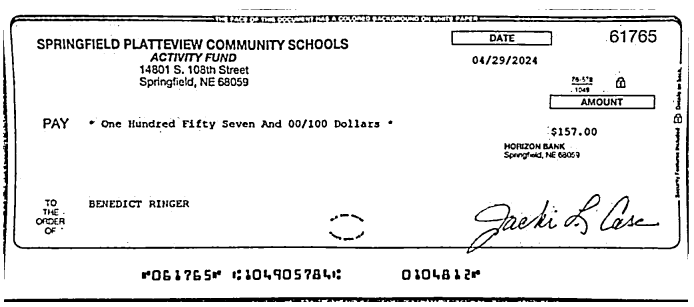
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF BARNES PHOTOGRAPHY
702 OAK STREET
LOUISVILLE NE 68037

Jacki L. Case

⑈061769⑈ ⑆104905784⑆ 0104812⑈

61769 5/14/2024 847.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/29/2024 61765

76-578 / 1049 AMOUNT

PAY * One Hundred Fifty Seven And 00/100 Dollars * $157.00

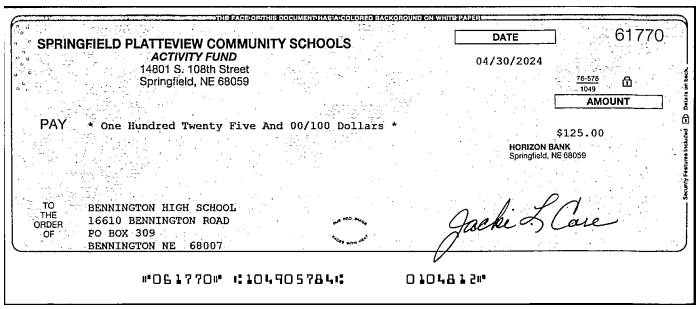
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF BENEDICT RINGER

Jacki L. Case

⑈061765⑈ ⑆104905784⑆ 0104812⑈

61765 5/2/2024 157.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61770

76-578 / 1049 AMOUNT

PAY * One Hundred Twenty Five And 00/100 Dollars * $125.00

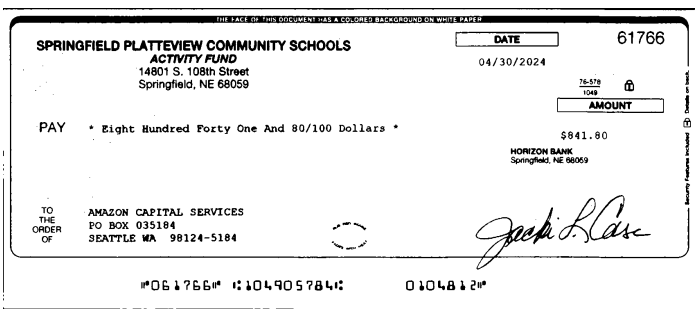
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF BENNINGTON HIGH SCHOOL
16610 BENNINGTON ROAD
PO BOX 309
BENNINGTON NE 68007

Jacki L. Case

⑈061770⑈ ⑆104905784⑆ 0104812⑈

61770 5/24/2024 125.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61766

76-578 / 1049 AMOUNT

PAY * Eight Hundred Forty One And 80/100 Dollars * $841.80

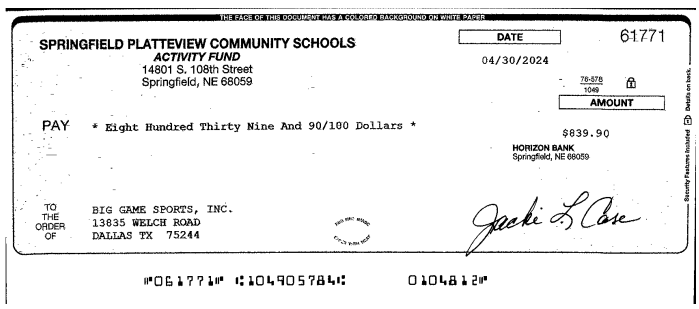
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF AMAZON CAPITAL SERVICES
PO BOX 035184
SEATTLE WA 98124-5184

Jacki L. Case

⑈061766⑈ ⑆104905784⑆ 0104812⑈

61766 5/15/2024 841.80


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61771

76-578 / 1049 AMOUNT

PAY * Eight Hundred Thirty Nine And 90/100 Dollars * $839.90

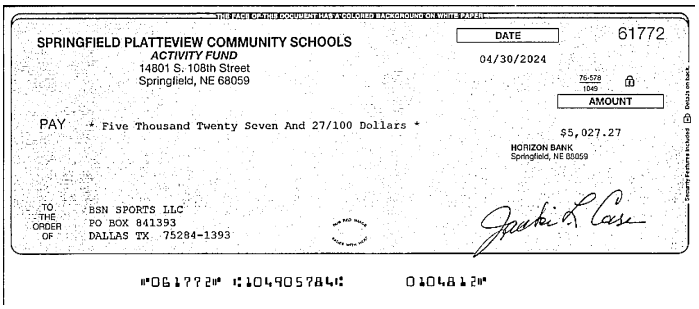
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF BIG GAME SPORTS, INC.
13835 WELCH ROAD
DALLAS TX 75244

Jacki L. Case

⑈061771⑈ ⑆104905784⑆ 0104812⑈

61771 5/14/2024 839.90


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61772

76-578 / 1049

AMOUNT $5,027.27

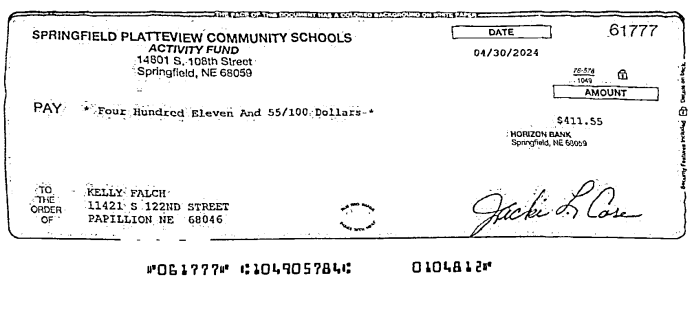
PAY * Five Thousand Twenty Seven And 27/100 Dollars *

HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
BSN SPORTS LLC
PO BOX 841393
DALLAS TX 75284-1393

⑈061772⑈ ⑆104905784⑆ 0104812⑈

61772 5/14/2024 5027.27


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61777

76-578 / 1049

AMOUNT $411.55

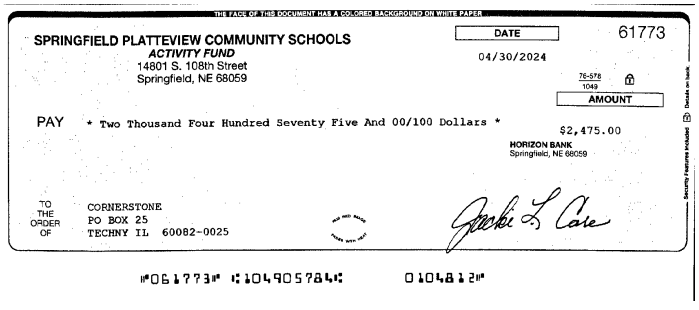
PAY * Four Hundred Eleven And 55/100 Dollars *

HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
KELLY FALCH
11421 S 122ND STREET
PAPILLION NE 68046

⑈061777⑈ ⑆104905784⑆ 0104812⑈

61777 5/6/2024 411.55


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61773

76-578 / 1049

AMOUNT $2,475.00

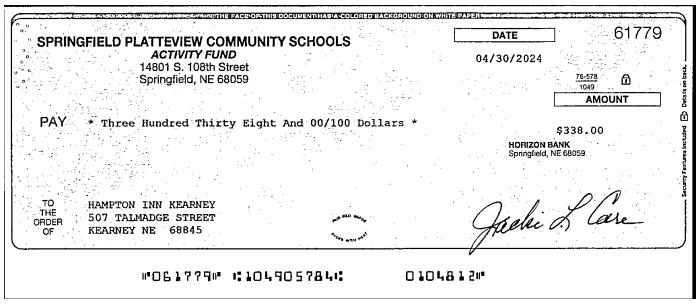
PAY * Two Thousand Four Hundred Seventy Five And 00/100 Dollars *

HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
CORNERSTONE
PO BOX 25
TECHNY IL 60082-0025

⑈061773⑈ ⑆104905784⑆ 0104812⑈

61773 5/16/2024 2475.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61779

76-578 / 1049

AMOUNT $338.00

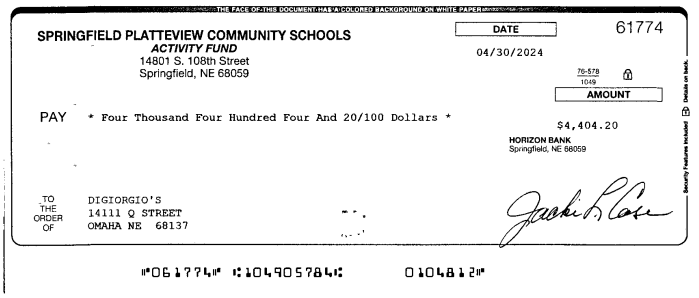
PAY * Three Hundred Thirty Eight And 00/100 Dollars *

HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
HAMPTON INN KEARNEY
507 TALMADGE STREET
KEARNEY NE 68845

⑈061779⑈ ⑆104905784⑆ 0104812⑈

61779 5/17/2024 338.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61774

76-578 / 1049

AMOUNT $4,404.20

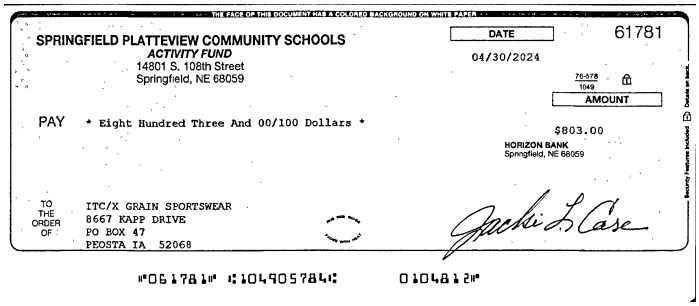
PAY * Four Thousand Four Hundred Four And 20/100 Dollars *

HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
DIGIORGIO'S
14111 Q STREET
OMAHA NE 68137

⑈061774⑈ ⑆104905784⑆ 0104812⑈

61774 5/10/2024 4404.20


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61781

76-578 / 1049

AMOUNT $803.00

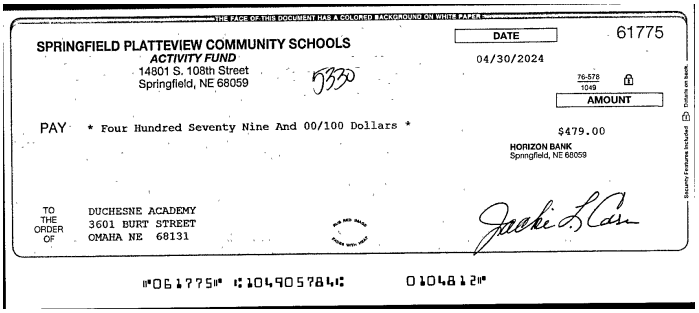
PAY * Eight Hundred Three And 00/100 Dollars *

HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
ITC/X GRAIN SPORTSWEAR
8667 KAPP DRIVE
PO BOX 47
PEOSTA IA 52068

⑈061781⑈ ⑆104905784⑆ 0104812⑈

61781 5/14/2024 803.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61775

76-578 / 1049

AMOUNT $479.00

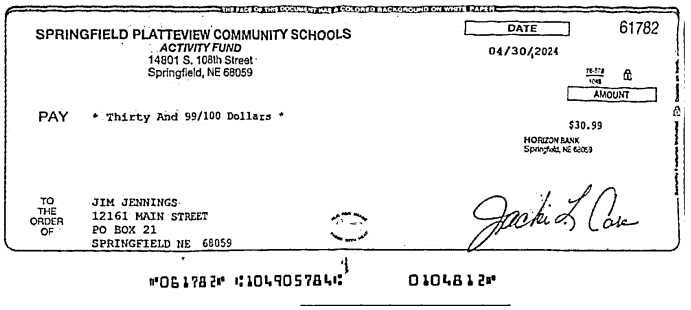
PAY * Four Hundred Seventy Nine And 00/100 Dollars *

HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
DUCHESNE ACADEMY
3601 BURT STREET
OMAHA NE 68131

⑈061775⑈ ⑆104905784⑆ 0104812⑈

61775 5/15/2024 479.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61782

76-578 / 1049

AMOUNT $30.99

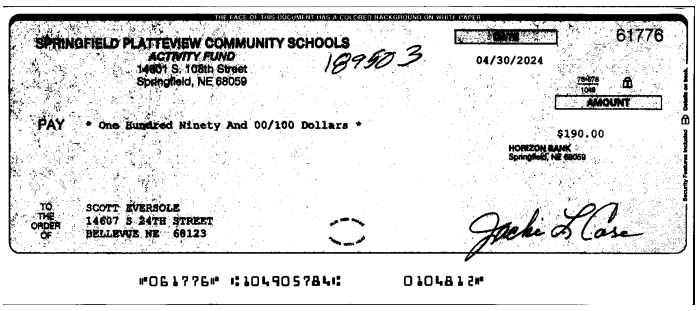
PAY * Thirty And 99/100 Dollars *

HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
JIM JENNINGS
12161 MAIN STREET
PO BOX 21
SPRINGFIELD NE 68059

⑈061782⑈ ⑆104905784⑆ 0104812⑈

61782 5/7/2024 30.99


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61776

76-578 / 1049

AMOUNT $190.00

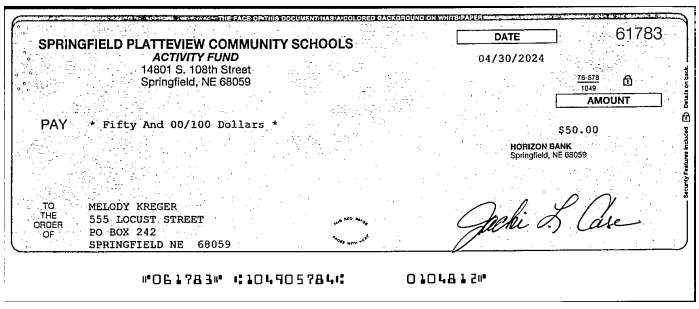
PAY * One Hundred Ninety And 00/100 Dollars *

HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
SCOTT EVERSOLE
14607 S 24TH STREET
BELLEVUE NE 68123

⑈061776⑈ ⑆104905784⑆ 0104812⑈

61776 5/13/2024 190.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61783

76-578 / 1049

AMOUNT $50.00

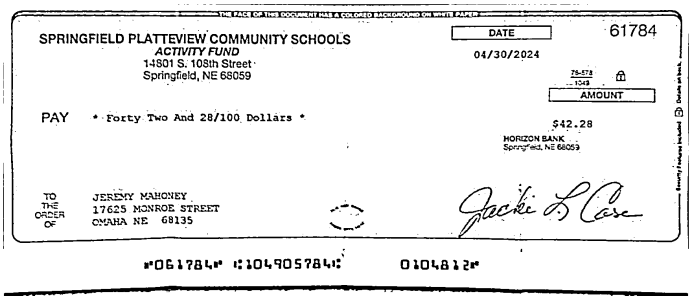
PAY * Fifty And 00/100 Dollars *

HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
MELODY KREGER
555 LOCUST STREET
PO BOX 242
SPRINGFIELD NE 68059

⑈061783⑈ ⑆104905784⑆ 0104812⑈

61783 5/20/2024 50.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61784

76-578 / 1049

AMOUNT $42.28

PAY * Forty Two And 28/100 Dollars *

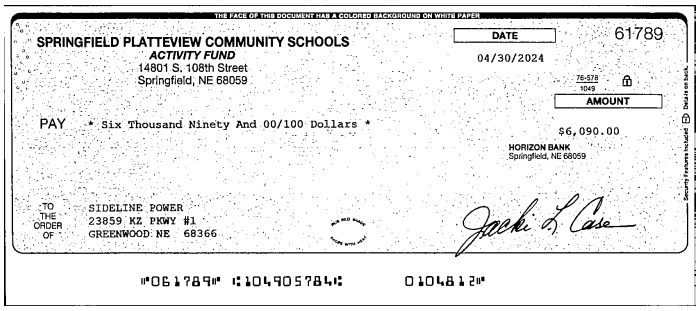
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
JEREMY MAHONEY
17625 MONROE STREET
OMAHA NE 68135

Jackie L Case

⑈061784⑈ ⑆104905784⑆ 0104812⑈

61784 5/21/2024 42.28


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61789

76-578 / 1049

AMOUNT $6,090.00

PAY * Six Thousand Ninety And 00/100 Dollars *

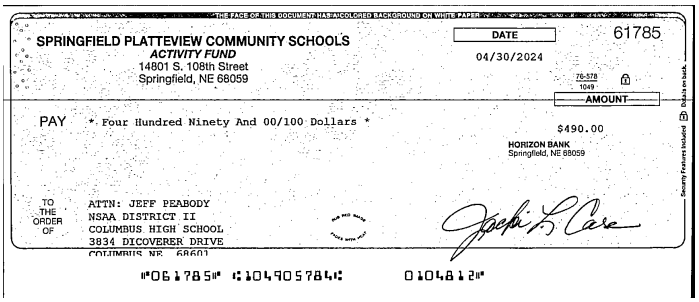
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
SIDELINE POWER
23859 KZ PKWY #1
GREENWOOD NE 68366

Jackie L Case

⑈061789⑈ ⑆104905784⑆ 0104812⑈

61789 5/13/2024 6090.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61785

76-578 / 1049

AMOUNT $490.00

PAY * Four Hundred Ninety And 00/100 Dollars *

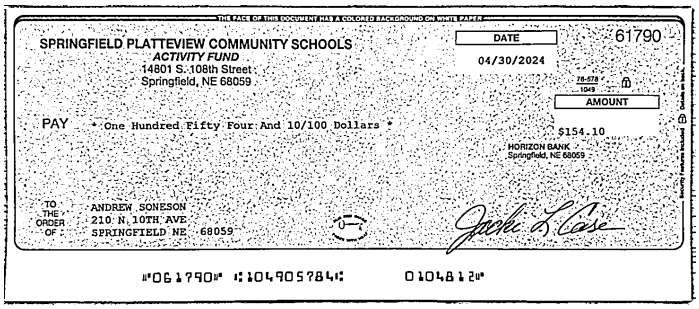
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
ATTN: JEFF PEABODY
NSAA DISTRICT II
COLUMBUS HIGH SCHOOL
3834 DICOVERER DRIVE
COLUMBUS NE 68601

Jackie L Case

⑈061785⑈ ⑆104905784⑆ 0104812⑈

61785 5/29/2024 490.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61790

76-578 / 1049

AMOUNT $154.10

PAY * One Hundred Fifty Four And 10/100 Dollars *

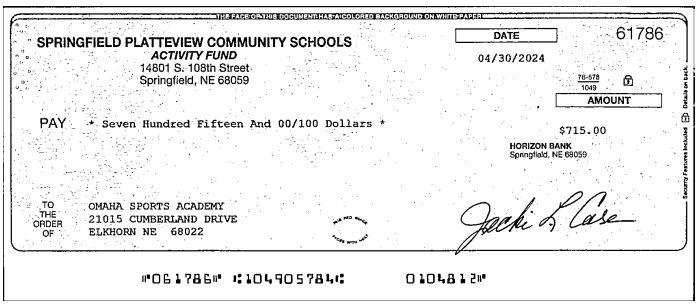
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
ANDREW SONESON
210 N 10TH AVE
SPRINGFIELD NE 68059

Jackie L Case

⑈061790⑈ ⑆104905784⑆ 0104812⑈

61790 5/2/2024 154.10


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61786

76-578 / 1049

AMOUNT $715.00

PAY * Seven Hundred Fifteen And 00/100 Dollars *

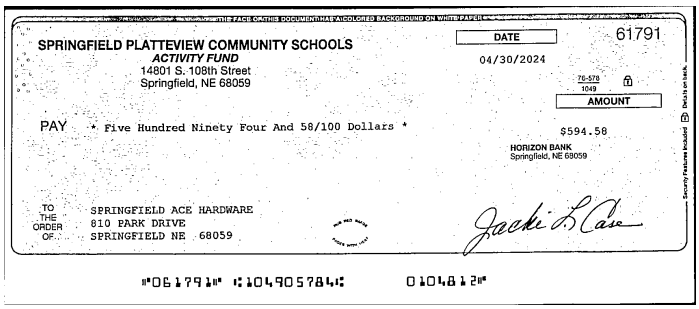
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
OMAHA SPORTS ACADEMY
21015 CUMBERLAND DRIVE
ELKHORN NE 68022

Jackie L Case

⑈061786⑈ ⑆104905784⑆ 0104812⑈

61786 5/14/2024 715.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61791

76-578 / 1049

AMOUNT $594.58

PAY * Five Hundred Ninety Four And 58/100 Dollars *

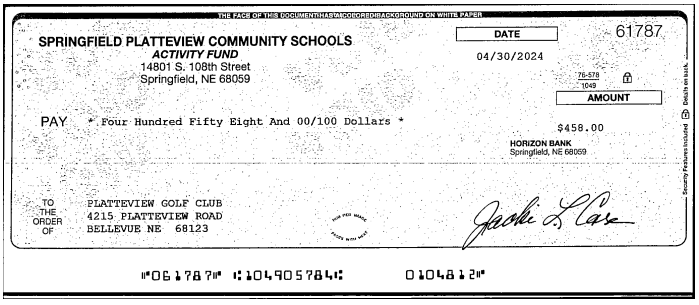
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
SPRINGFIELD ACE HARDWARE
810 PARK DRIVE
SPRINGFIELD NE 68059

Jackie L Case

⑈061791⑈ ⑆104905784⑆ 0104812⑈

61791 5/16/2024 594.58


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61787

76-578 / 1049

AMOUNT $458.00

PAY * Four Hundred Fifty Eight And 00/100 Dollars *

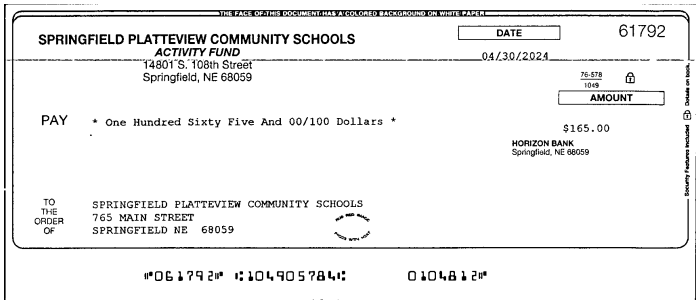
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
PLATTEVIEW GOLF CLUB
4215 PLATTEVIEW ROAD
BELLEVUE NE 68123

Jackie L Case

⑈061787⑈ ⑆104905784⑆ 0104812⑈

61787 5/20/2024 458.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61792

76-578 / 1049

AMOUNT $165.00

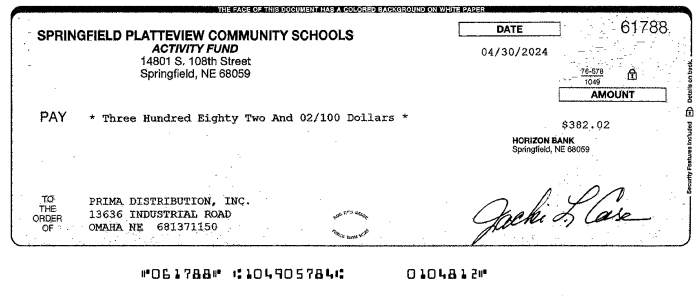
PAY * One Hundred Sixty Five And 00/100 Dollars *

HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
765 MAIN STREET
SPRINGFIELD NE 68059

⑈061792⑈ ⑆104905784⑆ 0104812⑈

61792 5/10/2024 165.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61788

76-578 / 1049

AMOUNT $382.02

PAY * Three Hundred Eighty Two And 02/100 Dollars *

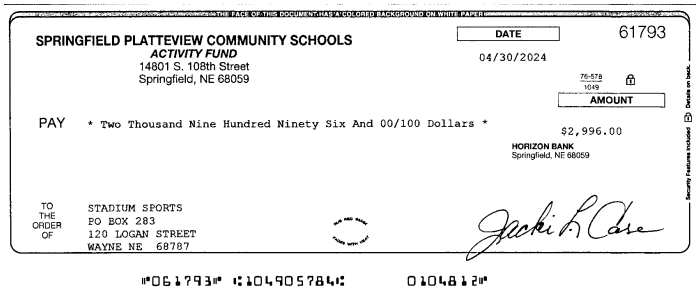
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
PRIMA DISTRIBUTION, INC.
13636 INDUSTRIAL ROAD
OMAHA NE 681371150

Jackie L Case

⑈061788⑈ ⑆104905784⑆ 0104812⑈

61788 5/13/2024 382.02


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 04/30/2024 61793

76-578 / 1049

AMOUNT $2,996.00

PAY * Two Thousand Nine Hundred Ninety Six And 00/100 Dollars *

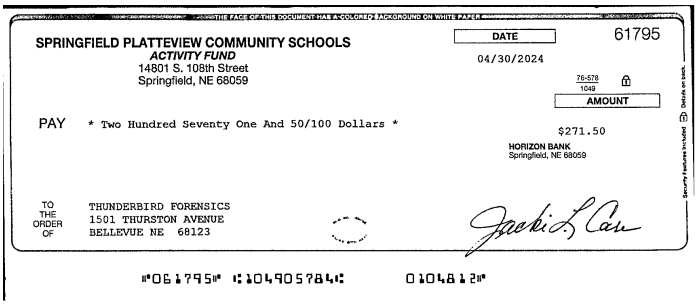
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF
STADIUM SPORTS
PO BOX 283
120 LOGAN STREET
WAYNE NE 68787

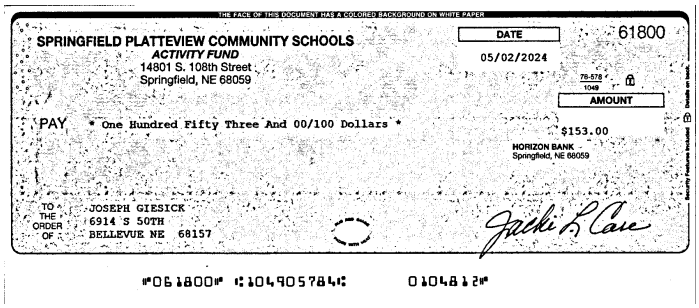
Jackie L Case

⑈061793⑈ ⑆104905784⑆ 0104812⑈

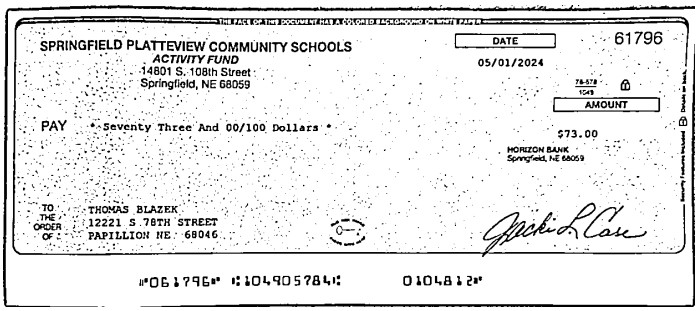
61793 5/13/2024 2996.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 04/30/2024
61795
AMOUNT $271.50
PAY * Two Hundred Seventy One And 50/100 Dollars *
HORIZON BANK Springfield, NE 68059
TO THE ORDER OF THUNDERBIRD FORENSICS 1501 THURSTON AVENUE BELLEVUE NE 68123
⑈061795⑈ ⑆104905784⑆ 0104812⑈

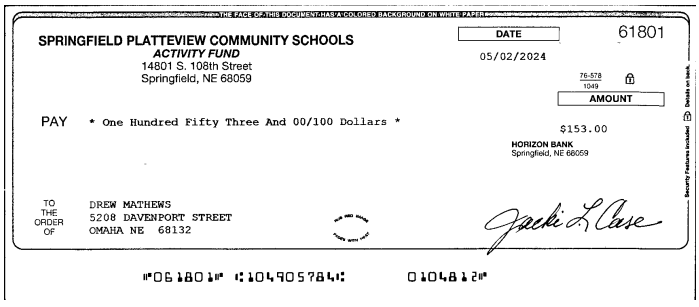
61795 5/14/2024 271.50


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/02/2024
61800
AMOUNT $153.00
PAY * One Hundred Fifty Three And 00/100 Dollars *
HORIZON BANK Springfield, NE 68059
TO THE ORDER OF JOSEPH GIESICK 6914 S 50TH BELLEVUE NE 68157
⑈061800⑈ ⑆104905784⑆ 0104812⑈

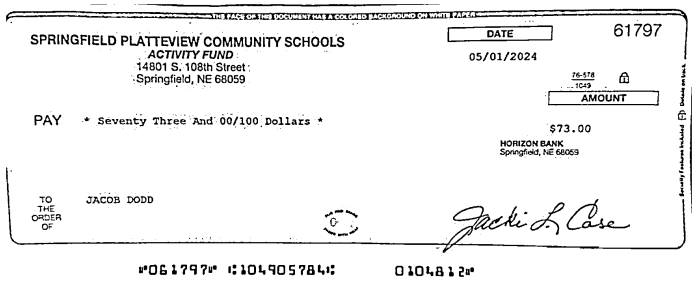
61800 5/6/2024 153.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/01/2024
61796
AMOUNT $73.00
PAY * Seventy Three And 00/100 Dollars *
HORIZON BANK Springfield, NE 68059
TO THE ORDER OF THOMAS BLAZEK 12221 S 78TH STREET PAPILLION NE 68046
⑈061796⑈ ⑆104905784⑆ 0104812⑈

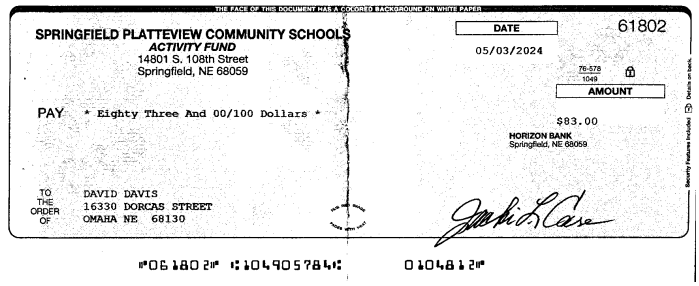
61796 5/8/2024 73.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/02/2024
61801
AMOUNT $153.00
PAY * One Hundred Fifty Three And 00/100 Dollars *
HORIZON BANK Springfield, NE 68059
TO THE ORDER OF DREW MATHEWS 5208 DAVENPORT STREET OMAHA NE 68132
⑈061801⑈ ⑆104905784⑆ 0104812⑈

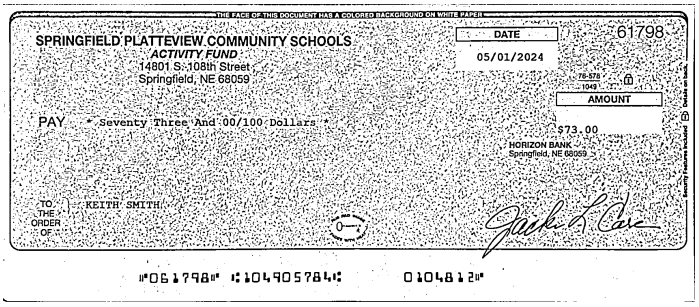
61801 5/7/2024 153.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/01/2024
61797
AMOUNT $73.00
PAY * Seventy Three And 00/100 Dollars *
HORIZON BANK Springfield, NE 68059
TO THE ORDER OF JACOB DODD
⑈061797⑈ ⑆104905784⑆ 0104812⑈

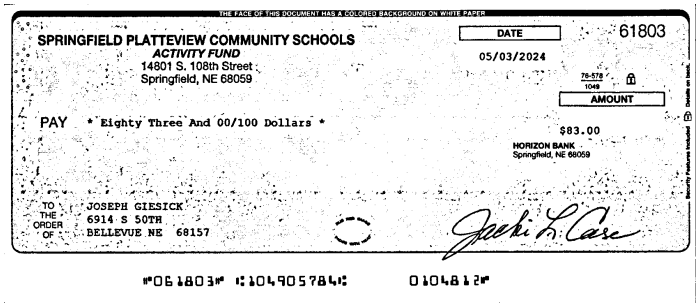
61797 5/10/2024 73.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/03/2024
61802
AMOUNT $83.00
PAY * Eighty Three And 00/100 Dollars *
HORIZON BANK Springfield, NE 68059
TO THE ORDER OF DAVID DAVIS 16330 DORCAS STREET OMAHA NE 68130
⑈061802⑈ ⑆104905784⑆ 0104812⑈

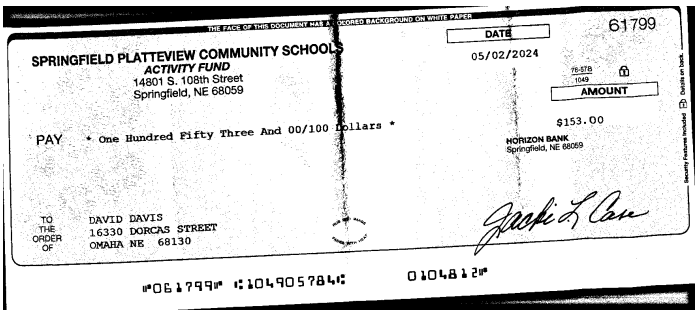
61802 5/9/2024 83.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/01/2024
61798
AMOUNT $73.00
PAY * Seventy Three And 00/100 Dollars *
HORIZON BANK Springfield, NE 68059
TO THE ORDER OF KEITH SMITH
⑈061798⑈ ⑆104905784⑆ 0104812⑈

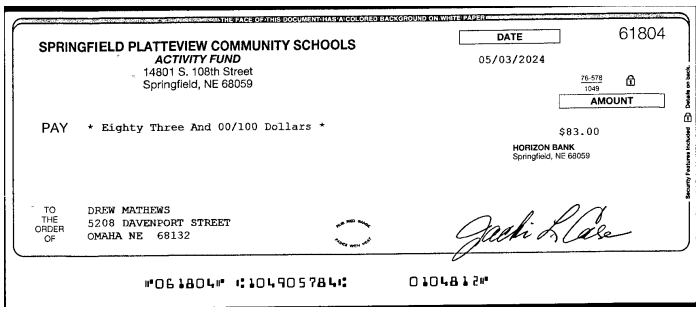
61798 5/7/2024 73.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/03/2024
61803
AMOUNT $83.00
PAY * Eighty Three And 00/100 Dollars *
HORIZON BANK Springfield, NE 68059
TO THE ORDER OF JOSEPH GIESICK 6914 S 50TH BELLEVUE NE 68157
⑈061803⑈ ⑆104905784⑆ 0104812⑈

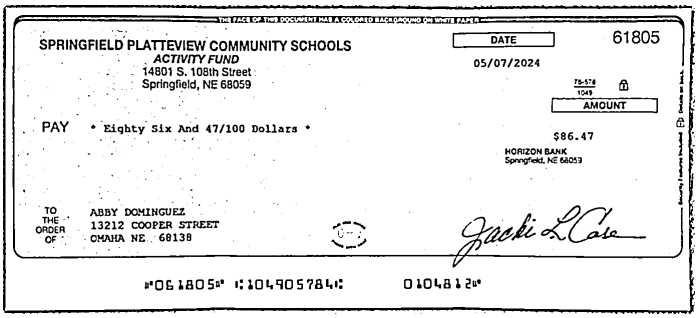
61803 5/6/2024 83.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/02/2024
61799
AMOUNT $153.00
PAY * One Hundred Fifty Three And 00/100 Dollars *
HORIZON BANK Springfield, NE 68059
TO THE ORDER OF DAVID DAVIS 16330 DORCAS STREET OMAHA NE 68130
⑈061799⑈ ⑆104905784⑆ 0104812⑈

61799 5/9/2024 153.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/03/2024
61804
AMOUNT $83.00
PAY * Eighty Three And 00/100 Dollars *
HORIZON BANK Springfield, NE 68059
TO THE ORDER OF DREW MATHEWS 5208 DAVENPORT STREET OMAHA NE 68132
⑈061804⑈ ⑆104905784⑆ 0104812⑈

61804 5/7/2024 83.00


THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/07/2024 — 61805

76-578 / 1049 — AMOUNT $86.47

HORIZON BANK
Springfield, NE 68059

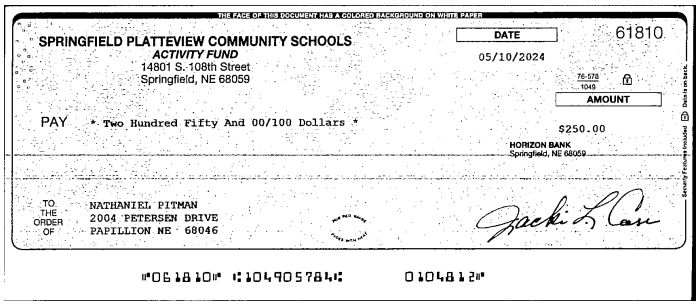
PAY * Eighty Six And 47/100 Dollars *

TO THE ORDER OF
ABBY DOMINGUEZ
13212 COOPER STREET
OMAHA NE 68138

Jacki L Case

⑈061805⑈ ⑆104905784⑆ 0104812⑈

61805 5/15/2024 86.47


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SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/10/2024 — 61810

76-578 / 1049 — AMOUNT $250.00

HORIZON BANK
Springfield, NE 68059

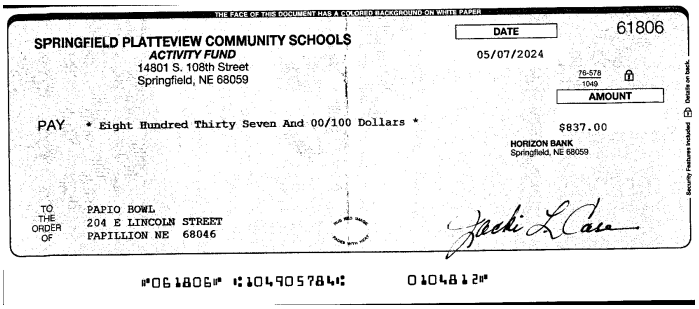
PAY * Two Hundred Fifty And 00/100 Dollars *

TO THE ORDER OF
NATHANIEL PITMAN
2004 PETERSEN DRIVE
PAPILLION NE 68046

Jacki L Case

⑈061810⑈ ⑆104905784⑆ 0104812⑈

61810 5/24/2024 250.00


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SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/07/2024 — 61806

76-578 / 1049 — AMOUNT $837.00

HORIZON BANK
Springfield, NE 68059

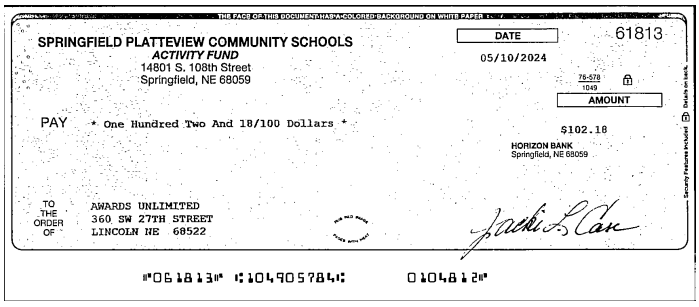
PAY * Eight Hundred Thirty Seven And 00/100 Dollars *

TO THE ORDER OF
PAPIO BOWL
204 E LINCOLN STREET
PAPILLION NE 68046

Jacki L Case

⑈061806⑈ ⑆104905784⑆ 0104812⑈

61806 5/9/2024 837.00


THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/10/2024 — 61813

76-578 / 1049 — AMOUNT $102.18

HORIZON BANK
Springfield, NE 68059

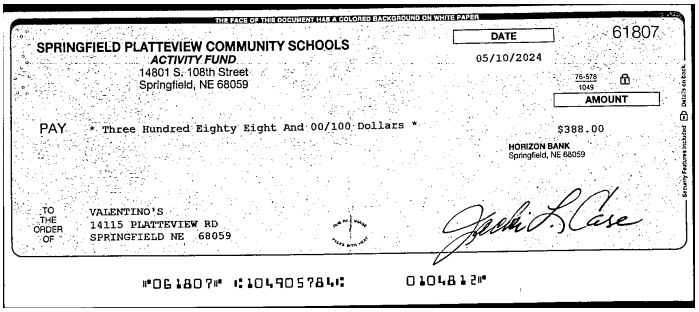
PAY * One Hundred Two And 18/100 Dollars *

TO THE ORDER OF
AWARDS UNLIMITED
360 SW 27TH STREET
LINCOLN NE 68522

Jacki L Case

⑈061813⑈ ⑆104905784⑆ 0104812⑈

61813 5/20/2024 102.18


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SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/10/2024 — 61807

76-578 / 1049 — AMOUNT $388.00

HORIZON BANK
Springfield, NE 68059

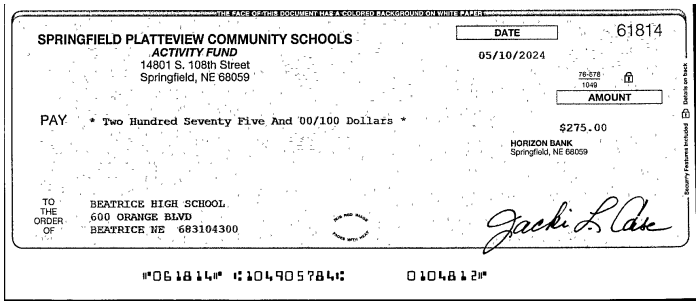
PAY * Three Hundred Eighty Eight And 00/100 Dollars *

TO THE ORDER OF
VALENTINO'S
14115 PLATTEVIEW RD
SPRINGFIELD NE 68059

Jacki L Case

⑈061807⑈ ⑆104905784⑆ 0104812⑈

61807 5/14/2024 388.00


THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/10/2024 — 61814

76-578 / 1049 — AMOUNT $275.00

HORIZON BANK
Springfield, NE 68059

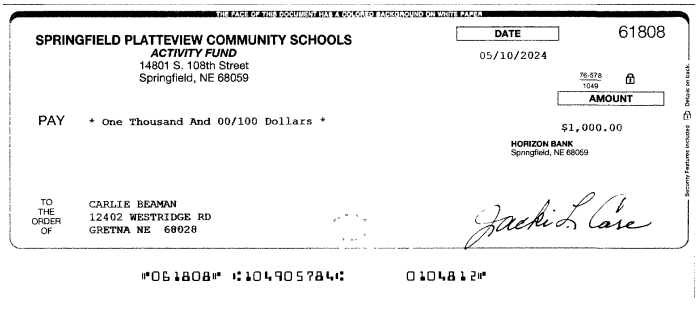
PAY * Two Hundred Seventy Five And 00/100 Dollars *

TO THE ORDER OF
BEATRICE HIGH SCHOOL
600 ORANGE BLVD
BEATRICE NE 683104300

Jacki L Case

⑈061814⑈ ⑆104905784⑆ 0104812⑈

61814 5/28/2024 275.00


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SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/10/2024 — 61808

76-578 / 1049 — AMOUNT $1,000.00

HORIZON BANK
Springfield, NE 68059

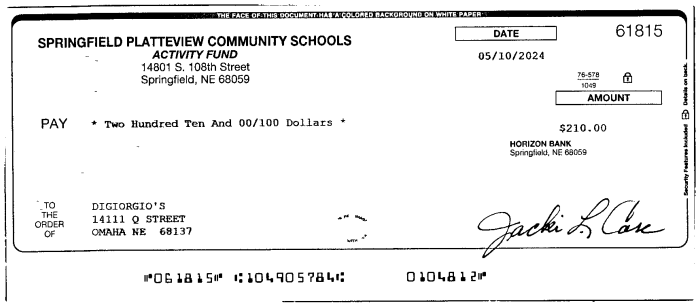
PAY * One Thousand And 00/100 Dollars *

TO THE ORDER OF
CARLIE BEAMAN
12402 WESTRIDGE RD
GRETNA NE 68028

Jacki L Case

⑈061808⑈ ⑆104905784⑆ 0104812⑈

61808 5/14/2024 1000.00


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SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/17/2024 — 61815

76-578 / 1049 — AMOUNT $210.00

HORIZON BANK
Springfield, NE 68059

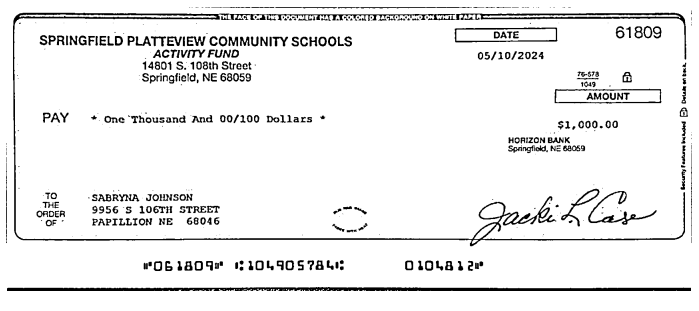
PAY * Two Hundred Ten And 00/100 Dollars *

TO THE ORDER OF
DIGIORGIO'S
14111 Q STREET
OMAHA NE 68137

Jacki L Case

⑈061815⑈ ⑆104905784⑆ 0104812⑈

61815 5/17/2024 210.00


THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/10/2024 — 61809

76-578 / 1049 — AMOUNT $1,000.00

HORIZON BANK
Springfield, NE 68059

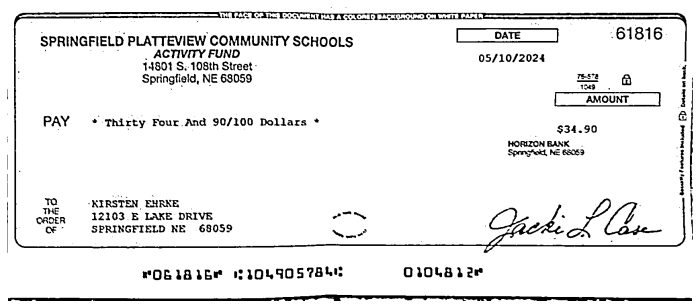
PAY * One Thousand And 00/100 Dollars *

TO THE ORDER OF
SABRYNA JOHNSON
9956 S 106TH STREET
PAPILLION NE 68046

Jacki L Case

⑈061809⑈ ⑆104905784⑆ 0104812⑈

61809 5/14/2024 1000.00


THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/10/2024 — 61816

76-578 / 1049 — AMOUNT $34.90

HORIZON BANK
Springfield, NE 68059

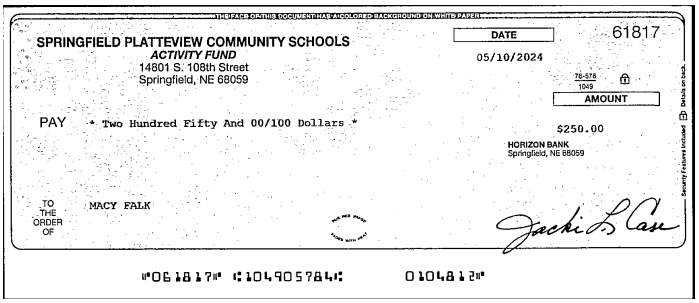
PAY * Thirty Four And 90/100 Dollars *

TO THE ORDER OF
KIRSTEN EHRKE
12103 E LAKE DRIVE
SPRINGFIELD NE 68059

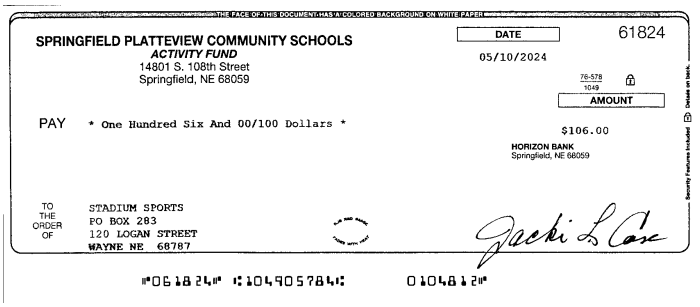
Jacki L Case

⑈061816⑈ ⑆104905784⑆ 0104812⑈

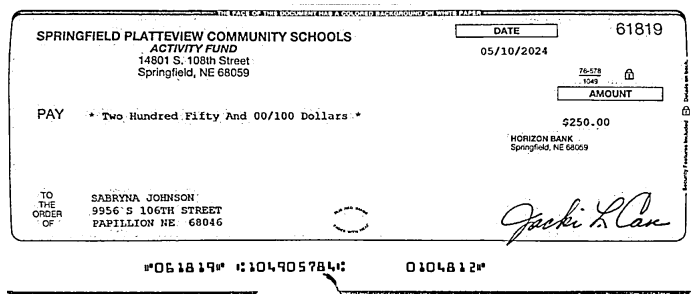
61816 5/14/2024 34.90


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/10/2024 61817
76-578 1049
AMOUNT
PAY * Two Hundred Fifty And 00/100 Dollars * $250.00
HORIZON BANK
Springfield, NE 68059
TO THE ORDER OF MACY FALK
⑈061817⑈ ⑆104905784⑆ 0104812⑈

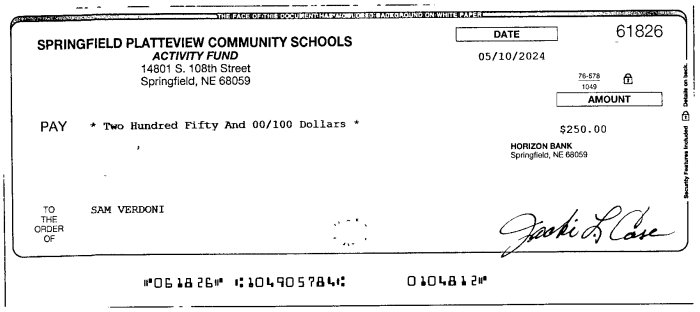
61817 5/17/2024 250.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/10/2024 61824
76-578 1049
AMOUNT
PAY * One Hundred Six And 00/100 Dollars * $106.00
HORIZON BANK
Springfield, NE 68059
TO THE ORDER OF STADIUM SPORTS
PO BOX 283
120 LOGAN STREET
WAYNE NE 68787
⑈061824⑈ ⑆104905784⑆ 0104812⑈

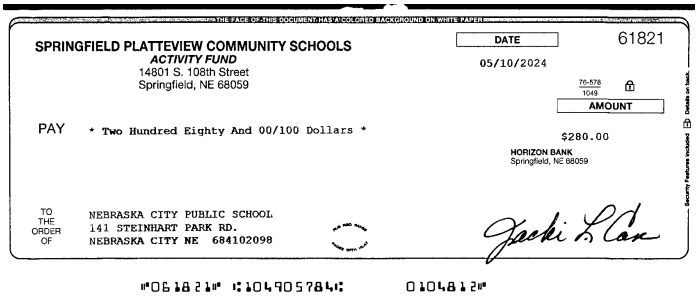
61824 5/17/2024 106.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/10/2024 61819
76-578 1049
AMOUNT
PAY * Two Hundred Fifty And 00/100 Dollars * $250.00
HORIZON BANK
Springfield, NE 68059
TO THE ORDER OF SABRYNA JOHNSON
9956 S 106TH STREET
PAPILLION NE 68046
⑈061819⑈ ⑆104905784⑆ 0104812⑈

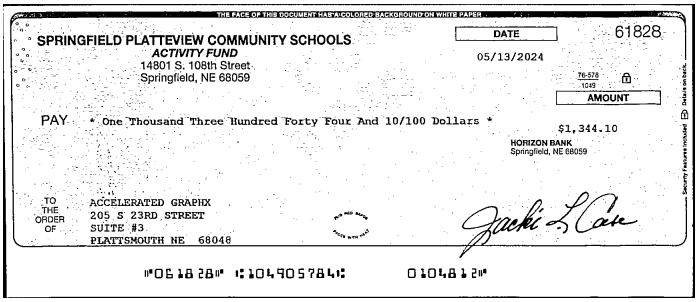
61819 5/14/2024 250.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/10/2024 61826
76-578 1049
AMOUNT
PAY * Two Hundred Fifty And 00/100 Dollars * $250.00
HORIZON BANK
Springfield, NE 68059
TO THE ORDER OF SAM VERDONI
⑈061826⑈ ⑆104905784⑆ 0104812⑈

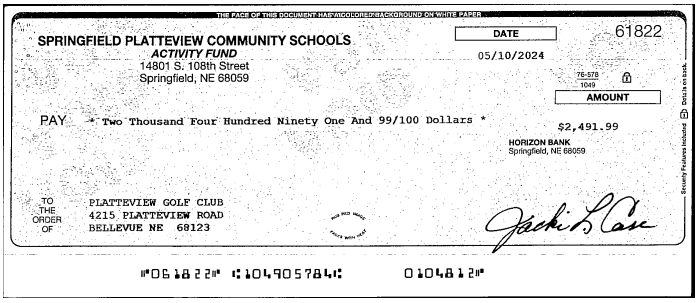
61826 5/14/2024 250.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/10/2024 61821
76-578 1049
AMOUNT
PAY * Two Hundred Eighty And 00/100 Dollars * $280.00
HORIZON BANK
Springfield, NE 68059
TO THE ORDER OF NEBRASKA CITY PUBLIC SCHOOL
141 STEINHART PARK RD.
NEBRASKA CITY NE 684102098
⑈061821⑈ ⑆104905784⑆ 0104812⑈

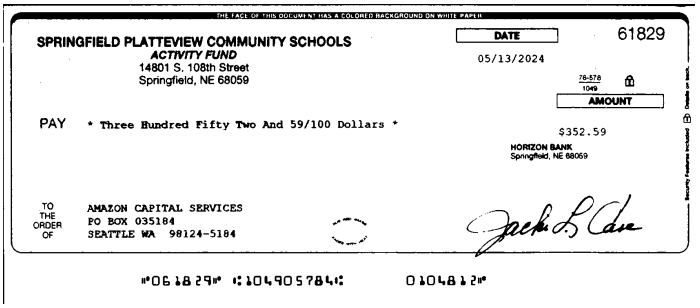
61821 5/28/2024 280.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/13/2024 61828
76-578 1049
AMOUNT
PAY * One Thousand Three Hundred Forty Four And 10/100 Dollars * $1,344.10
HORIZON BANK
Springfield, NE 68059
TO THE ORDER OF ACCELERATED GRAPHX
205 S 23RD STREET
SUITE #3
PLATTSMOUTH NE 68048
⑈061828⑈ ⑆104905784⑆ 0104812⑈

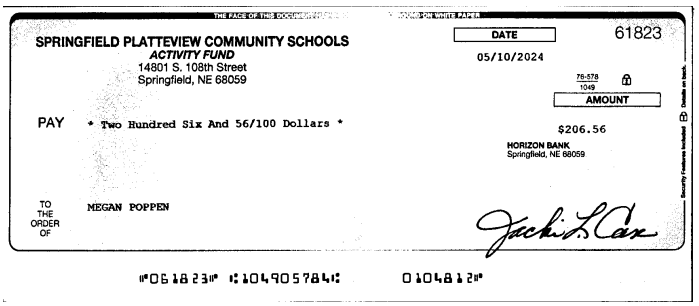
61828 5/28/2024 1344.10


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/10/2024 61822
76-578 1049
AMOUNT
PAY * Two Thousand Four Hundred Ninety One And 99/100 Dollars * $2,491.99
HORIZON BANK
Springfield, NE 68059
TO THE ORDER OF PLATTEVIEW GOLF CLUB
4215 PLATTEVIEW ROAD
BELLEVUE NE 68123
⑈061822⑈ ⑆104905784⑆ 0104812⑈

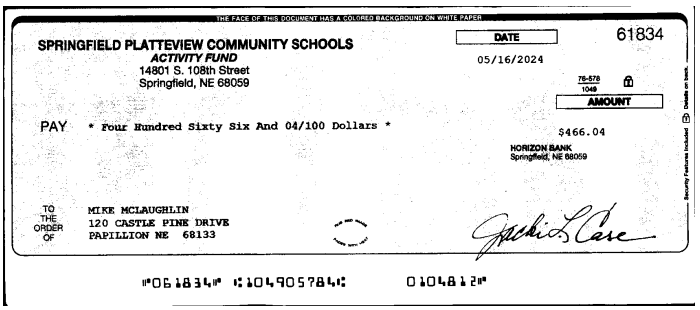
61822 5/28/2024 2491.99


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/13/2024 61829
76-578 1049
AMOUNT
PAY * Three Hundred Fifty Two And 59/100 Dollars * $352.59
HORIZON BANK
Springfield, NE 68059
TO THE ORDER OF AMAZON CAPITAL SERVICES
PO BOX 035184
SEATTLE WA 98124-5184
⑈061829⑈ ⑆104905784⑆ 0104812⑈

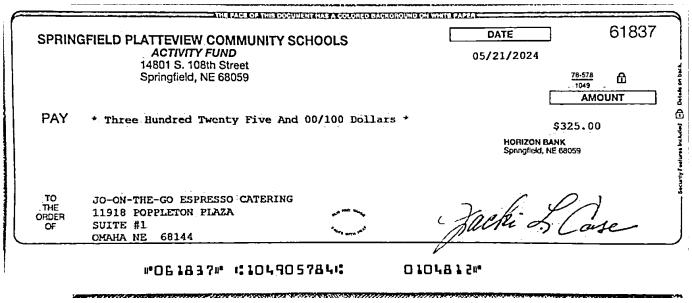
61829 5/22/2024 352.59


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/10/2024 61823
76-578 1049
AMOUNT
PAY * Two Hundred Six And 56/100 Dollars * $206.56
HORIZON BANK
Springfield, NE 68059
TO THE ORDER OF MEGAN POPPEN
⑈061823⑈ ⑆104905784⑆ 0104812⑈

61823 5/13/2024 206.56


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059
DATE 05/16/2024 61834
76-578 1049
AMOUNT
PAY * Four Hundred Sixty Six And 04/100 Dollars * $466.04
HORIZON BANK
Springfield, NE 68059
TO THE ORDER OF MIKE MCLAUGHLIN
120 CASTLE PINE DRIVE
PAPILLION NE 68133
⑈061834⑈ ⑆104905784⑆ 0104812⑈

61834 5/20/2024 466.04


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/21/2024 61837

76-578 / 1049 AMOUNT

PAY * Three Hundred Twenty Five And 00/100 Dollars * $325.00

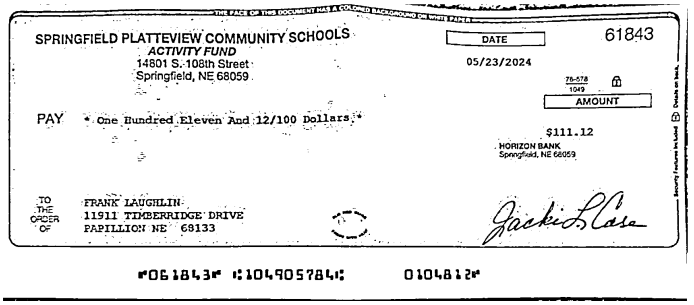
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF JO-ON-THE-GO ESPRESSO CATERING
11918 POPPLETON PLAZA
SUITE #1
OMAHA NE 68144

Jacki L. Case

⑈061837⑈ ⑆104905784⑆ 0104812⑈

61837 5/30/2024 325.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/23/2024 61843

76-578 / 1049 AMOUNT

PAY * One Hundred Eleven And 12/100 Dollars * $111.12

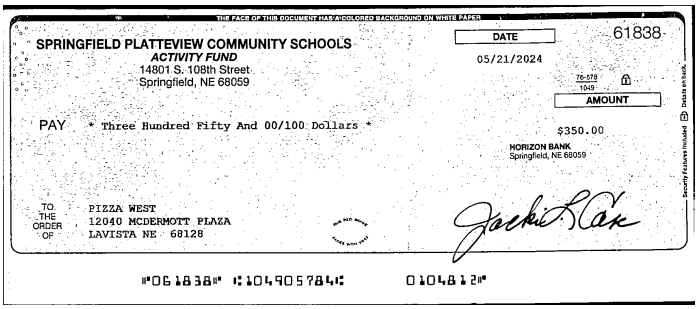
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF FRANK LAUGHLIN
11911 TIMBERRIDGE DRIVE
PAPILLION NE 68133

Jacki L. Case

⑈061843⑈ ⑆104905784⑆ 0104812⑈

61843 5/29/2024 111.12


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/21/2024 61838

76-578 / 1049 AMOUNT

PAY * Three Hundred Fifty And 00/100 Dollars * $350.00

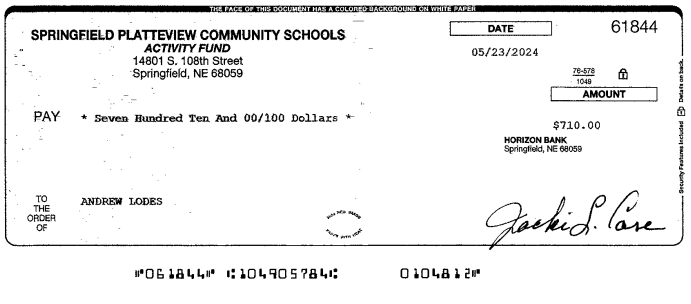
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF PIZZA WEST
12040 MCDERMOTT PLAZA
LAVISTA NE 68128

Jacki L. Case

⑈061838⑈ ⑆104905784⑆ 0104812⑈

61838 5/24/2024 350.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/23/2024 61844

76-578 / 1049 AMOUNT

PAY * Seven Hundred Ten And 00/100 Dollars * $710.00

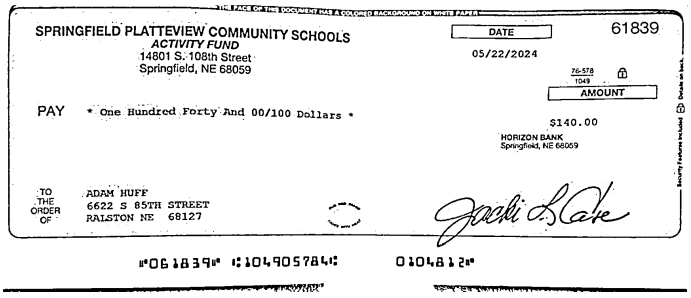
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF ANDREW LODES

Jacki L. Case

⑈061844⑈ ⑆104905784⑆ 0104812⑈

61844 5/28/2024 710.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/22/2024 61839

76-578 / 1049 AMOUNT

PAY * One Hundred Forty And 00/100 Dollars * $140.00

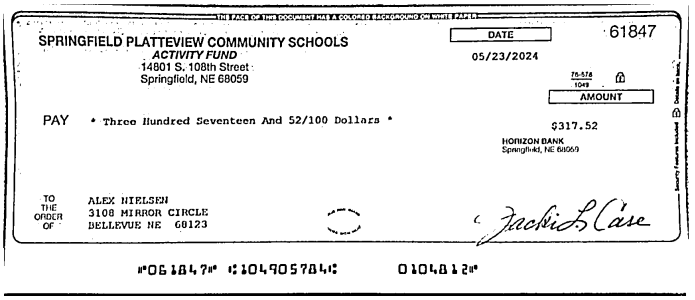
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF ADAM HUFF
6622 S 85TH STREET
RALSTON NE 68127

Jacki L. Case

⑈061839⑈ ⑆104905784⑆ 0104812⑈

61839 5/23/2024 140.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/23/2024 61847

76-578 / 1049 AMOUNT

PAY * Three Hundred Seventeen And 52/100 Dollars * $317.52

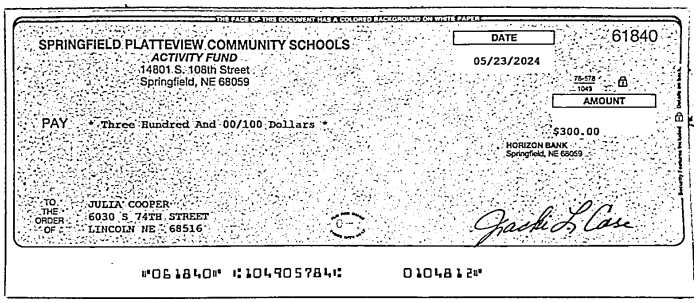
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF ALEX NIELSEN
3108 MIRROR CIRCLE
BELLEVUE NE 68123

Jacki L. Case

⑈061847⑈ ⑆104905784⑆ 0104812⑈

61847 5/24/2024 317.52


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/23/2024 61840

76-578 / 1049 AMOUNT

PAY * Three Hundred And 00/100 Dollars * $300.00

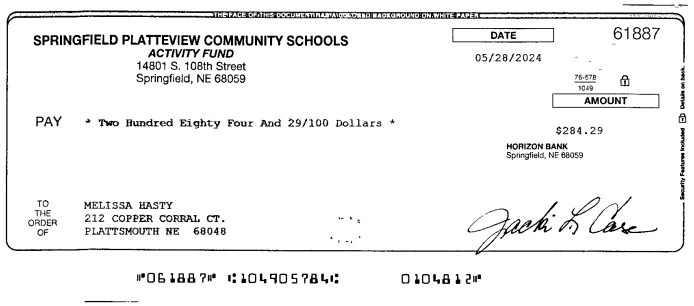
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF JULIA COOPER
6030 S 74TH STREET
LINCOLN NE 68516

Jacki L. Case

⑈061840⑈ ⑆104905784⑆ 0104812⑈

61840 5/29/2024 300.00


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/28/2024 61887

76-578 / 1049 AMOUNT

PAY * Two Hundred Eighty Four And 29/100 Dollars * $284.29

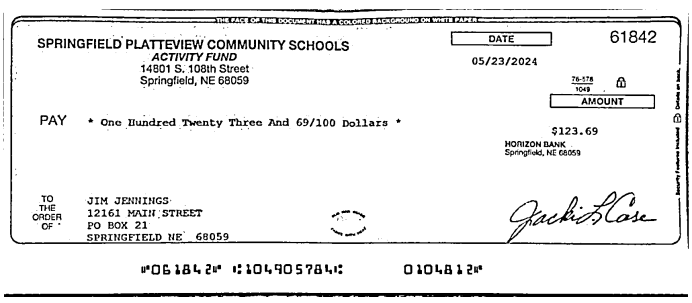
HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF MELISSA HASTY
212 COPPER CORRAL CT.
PLATTSMOUTH NE 68048

Jacki L. Case

⑈061887⑈ ⑆104905784⑆ 0104812⑈

61887 5/31/2024 284.29


SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
ACTIVITY FUND
14801 S. 108th Street
Springfield, NE 68059

DATE 05/23/2024 61842

76-578 / 1049 AMOUNT

PAY * One Hundred Twenty Three And 69/100 Dollars * $123.69

HORIZON BANK
Springfield, NE 68059

TO THE ORDER OF JIM JENNINGS
12161 MAIN STREET
PO BOX 21
SPRINGFIELD NE 68059

Jacki L. Case

⑈061842⑈ ⑆104905784⑆ 0104812⑈

61842 5/29/2024 123.69

CHECKS OUTSTANDING					
DATE OR NUMBER	AMOUNT		DATE OR NUMBER	AMOUNT	
			TOTAL		

CHECKBOOK RECONCILIATION		
ENTER BALANCE THIS STATEMENT	$	
ADD RECENT DEPOSITS (NOT CREDITED ON THIS STATEMENT)		
	$	
SUBTOTAL	$	
SUBTRACT TOTAL CHECKS OUTSTANDING	$	
BALANCE	$	

BALANCE should agree with your checkbook balance after deducting charges and adding credits not shown in your checkbook but included on this statement as follows:

Interest - Add Overdraft - Deduct Automatic Payment - Deduct Automatic Advance - Add Service Charge - Deduct

If your checkbook and statement do not balance, have you:

☐ Accounted for bank charges? ☐ Verified additions and subtractions in your checkbook? ☐ Compared cancelled checks to check stub? ☐ Compared deposit amounts on statement to your checkbook?

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Call us at the telephone number listed on front of statement or write to us at Horizon Bank, PO Box 447, Waverly, NE 68642, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).
(2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

YOUR CASH RESERVE ACCOUNT SUMMARY OF RIGHTS IS OUTLINED BELOW

This is a summary of your rights; a full statement of your rights and our responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to a billing error notice.

Your Cash Reserve Account is operated in conjunction with your Demand Deposit Account. Any charges for your checking account will be made to the Demand Deposit Account and they will be the same charges as are made for Demand Deposit Accounts not operated in conjunction with Cash Reserve Accounts. The following information thus applies only to loans made to you under your Cash Reserve Account line of credit.

Balance Subject to Interest Rate: We figure the interest charge (for Home Equity Lines of Credit this may be a portion of the finance charge) on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits and any unpaid interest or other finance charges. This gives us the daily balance. Please contact us at the telephone number listed on the front of this statement if you have further questions on how we compute the finance charge.

You may pay off your Cash Reserve Account loan balance at any time, or make voluntary additional payments. Payments shall be applied, first to any unpaid interest and finance charges, and second the principal loan balance outstanding in your Cash Reserve Account. Periodic statements may be sent to you at the end of each billing cycle showing your Cash Reserve Account loan transactions.

Send payments and inquiries to address shown on front of this statement. Payments must be received by 3:00 p.m. to be credited on that **business** day. Payments received after 3:00 p.m. are credited on the next **business** day.

The following section is for Consumer Cash Reserve and Consumer Home Equity Lines of Credit

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:
Horizon Bank
PO Box 447, Waverly, NE 68462

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing* [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases
If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:
Horizon Bank
PO Box 447, Waverly, NE 68462

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Springfield Platteview Community Schools		
Board Bills for Approval June 10, 2024		
Vendor Name	Invoice Description	Amount
GENERAL FUND		
360 COMMUNITY SERVICES	JUNE 2024 SPECIAL SERVICES	10,331.25
4 SEASONS AWARDS	ENGRAVED PLATES-STEINKE	36.00
AGTAC SERVICES, LLC	JANITORIAL SERVICES MAY 2024	3,993.00
AIRGAS USA, LLC	CYLINDER RENTAL-CRANEY	403.71
AMAZON CAPITAL SERVICES	SUPPLIES	5,878.77
AWAREITY, INC.	SOFTWARE	1,873.25
B & D PITSTOP	GAS	944.26
Baugh, Nichole	MILEAGE/EXPENSES	136.28
BLACK HILLS ENERGY	UTILITY SERVICES-WM	243.10
BLICK ART MATERIALS	SUPPLIES	65.31
BUREAU OF EDUCATION & RESEARCH	SHANNON CLAYTON SEMINAR	279.00
CANIGLIA, KATELYNN	FOOD CLASS PURCHASE	54.84
CAPITAL BUSINESS SYSTEMS, INC. - PRINTER	COPIER LEASE	2,109.62
CAPITAL BUSINESS SYSTEMS, INC. - SERVICE	PRINTER LEASE	3,225.57
CENTURYLINK	TELEPHONE	473.72
CHAD'S AUTO REPAIR	VAN TIRES	437.56
CHUCK JOHNSON SERVICES	WATER OPERATOR	450.00
CITY OF SPRINGFIELD	UTILITY SERVICE	1,037.63
COLUMN SOFTWARE PBC	ADVERTISING	214.74
CONSTRUCTION CONTAINERS & EXCAVATING,	CONTAINERS	320.25
COX BUSINESS	TELEPHONE	671.48
CREATIVE SOLUTIONS, INC.	SUPPLIES-STEINKE	2,185.00
DAUM, JORDAN	MILEAGE	20.13
DILL, SHELLEE	MILEAGE	124.62
DODD, CATHERINE	MILEAGE	72.36
DOSTAL, ALEX	MATH DEPT SUPPLIES	143.76
EDUCATIONAL SERVICE UNIT NO. 3	SERVICES	22,795.02
EHRKE, KIRSTEN	SUPPLIES	45.07
ESPARK, INC.	LICENSE FEES SY24-25	3,702.40
EXPRESSIONS FOR YOUR IMAGE LLC	BOE NAME PLATE "LARSON"	14.50
FALCH, KELLY	SUPPLIES REIMBURSEMENT	396.93
FIBER PLATFORM LLC	EWAN	2,003.28
FIRST WIRELESS INC.	RADIOS-WM	4,551.00
FOLLETT	LIBR BOOKS-SE/WM	507.31
GRAINGER	MAINTENANCE SUPPLIES	291.15
GREAT PLAINS PIANO COMPANY	INSTITUTIONAL PIANO TUNING	140.00
GUMDROP BOOKS	SE BOOKS-SPIEHS	541.35
HASTY, MELISSA	GOAL 2 BREAKFAST	28.26

HAYES MECHANICAL, LLC	TROUBLESHOOT RTU AND HEAT PUMP-PC	1,739.80
HAYNES, KELLI	BASIC LIFE SUPPORT CLASS	74.00
HEARTLAND FOUNDATION	SPECIAL SERVICES	3,960.00
HILLYARD / DES MOINES	MAINTENANCE SUPPLIES	1,178.01
HOME DEPOT CREDIT SERVICES	SUPPLIES-CRANEY/BOS	1,028.38
HORACE MANN LEAGUE, THE	MEMBERSHIP FEES-SAUNDERS	175.00
HOUGHTON MIFFLIN HARCOURT SCHOOL	TEXTBOOKS	129.79
J.F. AHERN CO.	MAY 2024 MONTHY INSPECTION	270.00
JAN MILLER BURKINS CONSULTING LLC	FEES-PROF DEVELOPMENT	922.00
JOHNSON, CLAIRE	MILEAGE	43.82
K5 EVENT PLANNING & FUNDRAISING, LLC	PUBLIC RELATIONS	1,537.50
KIDS SUCCEED THERAPY	SPECIAL SERVICES	4,596.75
KIDWELL INC.	PHS SIMPLEX SYSTEM TIME IS OFF	197.50
KSB SCHOOL LAW, PC LLO	DISTRICT LEGAL SERVICES	180.00
LEARNING FORWARD	MEMBERSHIP RENEWAL-H.ZIEROTT	190.00
MAHONEY, JEREMY	MILEAGE	74.67
MARK'S	MAINTENANCE SUPPLIES	422.44
MATHESON TRI-GAS, INC.	PHS SUPPLIES-CRANEY	129.86
MCI	TELEPHONE	28.99
MCS	MAINTENANCE SUPPLIES	162.74
METROPOLITAN UTILITIES DIST	UTILITIES	6,615.01
Michelle, Lauren	SUPPLIES REIMBURSEMENT	15.99
MIDWEST ALARM SERVICES	REPLACED BATERIES ON MAIN PANEL	620.50
Moore, Megan	MILEAGE	50.25
NACIA	DUES & FEES-HENEGER	40.00
NASP	SHELLEE DILL MEMBERSHIP RENEWAL	230.00
NE PUBLIC HEALTH ENVIROMENTAL	WATER TESTING	31.00
NIELSEN, ALEX	GAS REIMBURSEMENT FOR SCHOOL VAN	55.02
OMAHA PUBLIC POWER DISTRICT	UTILITY SERVICES	24,050.00
ONE SOURCE	BACKGROUND CHECKS	144.00
ORKIN	PEST CONTROL	341.98
Ortiz, Sarah	SCIENCE SUPPLIES	173.10
PAPILLION SANITATION	TRASH SERVICES	1,225.03
PAPIO TRANSPORT SCHOOL SERVICE INC	TRANSPORTATION	8,640.00
PERRY,GUTHERY,HAASE & GESSFORD,P.C.,L.L.O	DISTRICT LEGAL SERVICES	2,138.56
PHS ACTIVITY ACCOUNT	TEACHER MEALS/BAND FEES	2,895.16
PRIME SECURED	TECHNOLOGY SERVICES	2,873.32
PROJECT LEAD THE WAY	FEES	5,400.00
QUADIENT FINANCE USA, INC.	POSTAGE	815.42
QUADIENT, INC.	POSTAGE	215.85
QUILL CORP	MAINTENANCE SUPPLIES	163.27
RAINBOW GLASS AND SUPPLY	DEDUCTIBLE FOR NEW WINDOWS-SE	500.00
READ NATURALLY	SUPPLIES	580.00

ROSSER LAWN CARE, INC.	GROUNDS UPKEEP	7,470.00
SCHOOL HEALTH	HEALTH SUPPLIES	83.81
SPARKS BARN	VENUE PAYMENT-ADMIN RETREAT	500.00
SPEECH SQUAD LLC	SPEECH SERVICES	1,032.75
SPRINGFIELD ACE HARDWARE	MAINTENANCE SUPPLIES	261.41
Stewart, Bethany	MILEAGE	4.02
STUDENT TRANSPORTATION OF AMERICA	CONTRACTED SERVICES	86,652.29
SUSMAN, KATHLEEN	MILEAGE	79.06
SYAA	TURF FOR BATTING CAGES AT CITY FIELD	445.50
U.S. BANK	CREDIT CARD	2,955.82
UNIVERSITY OF NE AT OMAHA-MOEC	2024-2025 ANNUAL MOEC DUES	6,000.00
UNO	APSI REG FOR ELIZABETH HARMS	750.00
VIRCO INC	PC LIBRARY FURNITURE	13,598.30
WEASEL'S KETTLE CORN	SUPPLIES-BAUGH	200.00
WEST MUSIC	SUPPLIES	69.37
WILSON, LESLIE	MILEAGE	272.42
WYSS, JEFF	MILEAGE	168.57
Zierott, Heidi	MILEAGE/EXPENSES	1,910.35
		268,049.86
DEPRECIATION FUND		
STERLING	IPAD CARTS	9,603.74
		9,603.74
NUTRITION FUND		
ASCHTGEN, LANCE	FOOD SERVICE REIMBURSEMENT	3.85
BEATY, DENISE	FOOD SERVICE REIMBURSEMENT	108.70
CANIGLIA, KIM	FOOD SERVICE REIMBURSEMENT	70.65
DAVIS, KERRI	FOOD SERVICE REIMBURSEMENT	70.65
DAVIS, SHELLY	FOOD SERVICE REIMBURSEMENT	6.30
FALK, MEGAN	FOOD SERVICE REIMBURSEMENT	60.80
FRAUENDORFER, TODD	FOOD SERVICE REIMBURSEMENT	56.05
GANZEL, KIM	FOOD SERVICE REIMBURSEMENT	3.25
HANSEN, ARLAN AND TAMI	FOOD SERVICE REIMBURSEMENT	91.50
JOHNSON, AMIE	FOOD SERVICE REIMBURSEMENT	36.35
LOVERCHECK, LAURA	FOOD SERVICE REIMBURSEMENT	6.70
MATTHEIS, DAWN	FOOD SERVICE REIMBURSEMENT	19.75
MENKOV, CHERYL	FOOD SERVICE REIMBURSEMENT	27.40
OPAA! FOOD MGT. OF NE, LLC.	MAY 2024 CONTRACT SERVICES	60,630.60
PITMAN, HOLLY	FOOD SERVICE REIMBURSEMENT	19.75
POORKER, SHERRY	FOOD SERVICE REIMBURSEMENT	3.90
WIEBELHAUS, KRISTINE	FOOD SERVICE REIMBURSEMENT	52.25
		61,268.45

BUILDING FUND		
A.P.M. ARCHITECTURE, INC.	CONTRACT 23030	1,378.00
AMAZON CAPITAL SERVICES	R.DILL-TRAINING ROOM	326.38
OLSSON	SWPPP INSPECTION	800.00
		2,504.38
QCPUF		
JAMCO ABATEMENT SERVICES INC	SERVICES	700.00
		700.00
STUDENT FEES		
Bellairs, Vanessa	OUTDOOR ED SUPPLIES	37.80
		37.80

Contract for Supplemental Services
Driver's Education
2024-2025

Educational Service Unit #3, hereinafter referred to as ESU #3 proposes to furnish supplemental services pursuant to 79-2201 et seq R.R.S. 1943 to the **Springfield Platteview Community Schools, Sarpy County,** Nebraska, hereinafter called the School for the 2024-2025 school year. This agreement is subject to the following terms and conditions:

1. **SERVICES**

   ESU #3 will provide the instructor, automobiles, and all costs relating to maintenance, insurance, and behind-the-wheel training for driver education students. This service will not be available to physically handicapped students, as ESU #3 does not have the equipment or the expertise to provide this service. ESU #3 will provide a curriculum consisting of 20 hours of classroom and 3-4 hours behind-the-wheel. The School will provide classroom space free of charge for in classroom instruction.

2. **STUDENTS**

   Minimum number of students will be 15.

   WHEN PROVIDED:

   ___X___Saturday Hours Fall & Spring _____Est. Max # Students

   _____Summer Program _____Est. Max # Students

3. **COMPENSATION**

   The Parent and/or Guardian shall pay ESU #3 for said services as follows:

   Total Program……..$400/student

4. **TERMS**

   The payment will be made by the Parent and/or Guardian directly to ESU #3, prior to the class start date. Once payment is received, the specific class will be confirmed.

5. **CONDITION**

   This proposal shall become a valid contract only when accepted by an authorized representative of the School and subsequently approved by and authorized representative of ESU #3.

Return to:
Kaitlin Amador, Educational Service Unit #3, kamador@esu3.org
6949 S 110th St., LaVista, NE 68128-5721

Contract for Supplemental Services
Driver's Education
2024-2025

Accepted by action of the Board of the **Springfield Platteview Community Schools, Sarpy County,** Nebraska at a duly authorized meeting on the _____ day of _____, 2024.

_____

Authorized Representative

_____

Title

Approved by action of the Board of Educational Service Unit #3, LaVista, Sarpy County, Nebraska, at a duly authorized meeting on the _____ day of _____, 2024.

_____

Administrator, Authorized Representative

Return to:
Kaitlin Amador, Educational Service Unit #3, kamador@esu3.org
6949 S 110th St., LaVista, NE 68128-5721

June 4, 2024

Springfield- Platteview Community Schools
Superintendent – Dr. Ryan Saunders EdD.
765 Main Street
Springfield, NE 68059

Dear Dr. Saunders EdD,

STA of Nebraska D/B/A Student Transportation of America gives notice to Sarpy County School District 77-0046 commonly known as Springfield Platteview Community Schools of its intent to exercise a one-year extension of the current student transportation contract for the 2024-2025 school year at a 17% increase to the current rates with the rates listed below:

Regular Ed. 4-hour base - $415.17

Sped. 4-hour base - $347.78

Midday rate - $50.49/hr (1 Hour Minimum)

Excess hourly rate - $50.49/hr

Mileage rate - $2.16

Springfield Platteview Community Schools	STA of Nebraska Inc. D/B/A Student Transportation of America
_____	_____
Name: Lisa Roseland	Name:
Title: President, Board of Education	Title:
Attest:	Attest:
_____	_____
Name: Brenda Guenther	Name:
Title: Secretary, Board of Education	Title:

June 2024

Proposal:
Special Education Paraprofessionals, DLC Paraprofessionals, Health Room Paraprofessionals, and Preschool Paraprofessionals have a “full time” option.

Definitions:

- SPED Paraprofessional- Employees whose primary assignment is working with students receiving special education resource support and related services.
- Developmental Learning Center (DLC) Paraprofessionals- Employees whose primary assignment is working with students enrolled in our special education life skills program.
- Health Room Paraprofessional- Employees whose primary assignment is working in the health office and providing related services
- Preschool Paraprofessional- Employees whose primary assignment is working with special education and regular education students in the preschool classrooms
- Full Time- 15 minutes before and 15 minutes after school begins, 5 days a week, when school is in session and/or over 29.5 hours per week.

Reasoning:
These positions historically have been the most difficult positions for the district to staff and they work with our students needing the highest levels of support throughout their school day. This approach allows employees to work a full 5 days, thus creating a better sense of consistency in supporting students and teachers. This will provide possibly an incentive for candidates to see these positions as options that did not exist in our district prior.

Details:

- Allows Paraprofessionals who fill the identified positions to work beyond 29.5 hours per week
- Follows the School Calendar
- Includes an insurance option
    - Employee pays $100 per month
    - District pays $543.75 per month
    - $4000 Deductible
    - No in lieu option
    - HSA Eligible
- No additional change in hourly rate beyond the 3% increase approved by the Board prior

To: ESU #3 Member School District Superintendents
From: Dr. Dan J. Schnoes, ESU #3 Administrator
Date: May 28, 2024
Re: Member School District Approval Forms for 2024-2025

Hello everyone! This spring, we met with all 18 districts during our District Planning Visits (DSP) and are developing plans for the 2024-25 year. Once again, we are looking forward to maintaining and growing the level of services for all of our districts with the flexibility to meet individual needs.

ESU #3's budgeting process for "Services" for 2024-25 is currently in progress. We recently received our certified amount for Core Service funding for 2024-25 for which we received a 1.6% increase or $68,516. This small increase helps maintain the level of funds that we receive from the state, which have been flatlined for the past eight years. Core Service funds work similar to TEEOSA, however, ESU's total amount of state aid remains relatively constant and is divided across the 17 ESUs. Core Service funds cover all of our costs in our Professional Learning Department and part of our Information Systems and Tech Department (by statute).

Our estimates for Property Tax increases are currently running from 6-8%, which should help maintain our budget and services. Property Taxes cover the remaining cost of our Information Systems and Technology Department and all other remaining operational costs. Our staff will receive a 4% total package increase this year. Core Service funds and Property Taxes cover roughly 33% of our total budget. The remaining 67% comes from grants and contracts. The Brook Valley North reconstruction project, due to the water main break, had a final cost to us of $1.5 million. We used our cash reserve to cover that cost. It will be repaid over the next 7 years.

The total amount for Personalized Services for 2024-25 should remain close to the same as this past year. As with your budgeting process, we will not know until the final tax valuations have been set as to the impact on this program.

According to ESU #3 Board Policy and State Statute, we are required to gain approval from our member school districts for the "purposes" of use for Core Service and Property Tax funds. Updated worksheets identifying the services and costs, for the 2024-25 fiscal year, will be shared when property tax valuations are set in August and the budget has been approved in September.

The Core Service Funds Purposes and Property Tax Levy Funds Purposes are enclosed for your written Approval or Disapproval. We will have an electronic signature feature again this year to make the process easier.

I will be available most of June for anyone that would like to ask questions. Please contact me at 402-597-4802 or by email at dschnoes@esu3.org.

Please return the approval / disapproval form by June 30th, 2024 *to ESU #3 by electronic signature, mail or email.*

As per Nebraska statute, if the approval / disapproval form is not returned by ***June 30, 2024*** *your school district is considered to have* ***approved*** *the proposed core service and property tax funds for the 2024-25 school year.*

ESU #3

2024-2025 Budget Year

School District: Springfield-Platteview Community Schools

Nebraska Revised Statutes 79-1241.03: Funds appropriated for Core Services shall be used for **purposes** approved by representatives of two-thirds of the member school districts in an educational service unit, representing a majority of the students in the member school districts.

Nebraska Revised Statutes 79-1242: Funds generated from the Property Tax Levy shall only be used for **purposes** approved by representatives of two-thirds of the member school districts in an educational service unit, representing a majority of the students in the member school districts.

Core Service and Property Tax Levy Funds Purposes

Each member school district of ESU #3 is requested to check approval or disapproval for the **purposes** of **Core Service Funds** and for the **purposes of the Property Tax Levy** for ESU #3.

The purposes for the use of both funds for the 2024-2025 fiscal year are outlined in your ESU #3's District Service Plan and will be shared following Budget Approval in September.

☐ Approve

☐ Disapprove

By:_____
(Signature of Representative as Appointed by the School District's Governing Board)

By: _____
Dr. Dan J. Schnoes, ESU #3

2006
Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies ~~to board members, patrons, students and school staff,~~ to complaints unless the ~~staff member~~complaint is subject to a different ~~grievance~~ procedure ~~pursuant~~ required by law,~~to~~ 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 ~~such~~ 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. ~~Students and employees who believe they have been subjected to sex harassment in violation of Title IX should refer to the board's policy titled "Title IX."~~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, ~~Title IX/504~~ coordinator, superintendent of schools, 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 also be submitted~~,~~ at any time during the complaint procedure to the ~~School District's Title IX/504~~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 ~~to the Title IX/504~~ coordinator, the administrator or ~~Title IX/504~~ 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 ~~staff member~~ respondent ~~involved~~.

1) If the complainant has not, ~~the administrator or Title IX/504 coordinator will~~ urge the complainant to discuss the matter directly with ~~that staff member~~the respondent, if appropriate.

2) If the complainant refuses to discuss the matter with the ~~staff member~~respondent, the administrator or ~~Title IX/504~~ 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 ~~involved~~ involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or ~~Title IX/504~~ coordinator ~~received~~ receives the complaint.

4. If either the complainant or the ~~accused party~~respondent is not satisfied with the ~~administrator's or the Title IX/504 coordinator's~~ decision ~~regarding a complaint~~ her 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) ~~This~~ The appeal must be in writing.

b) This appeal must be received by the superintendent no later than ~~ten~~ three (~~10~~3) calendar days from the date ~~the administrator or Title IX/504 coordinator communicated his/her decision to the complainant~~of the decision.

c) ~~The~~ 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. ~~However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated~~.

d) ~~Upon completion of this investigation, the~~The superintendent will prepare a written decision and ~~inform~~ provide it to the complainant and any other person entitled by law to receive the appeal decision ~~in writing of his or her decision~~. ~~If the complaint involved discrimination or harassment~~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 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.

~~5.~~ ~~If either the complainant or the accused~~If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding ~~a~~ the complaint or appeal, he or she may appeal the decision to the board.

~~a)~~d) This appeal must be in writing.

~~b)~~e) This appeal must be received by the board president no later than ten (10) calendar days from the date the

superintendent communicated his/her decision to the complainant.

~~c)~~f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint 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.

~~d)~~g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint ~~involved~~ involves discrimination or harassment allegations against the Superintendent, the board president shall submit ~~its~~ the decision within 180 calendar days after ~~it received~~receiving ~~complainant's~~ the written appeal.

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

6. ~~When a formal complaint about the superintendent of schools has been~~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.

~~a)~~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.

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

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 ~~involved~~ involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

~~d)~~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 (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent 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: _____

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~~, but are not necessarily limited to,~~ the _____ ~~or the Omaha World-Herald~~. 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: _____

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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.

~~The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year.~~ 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: _____

2009
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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 ~~purchase of~~ 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 (~~Small Purchase~~Simplified Acquisition Procedures)

For construction projects subject to this policy, ~~small purchases~~simplified acquisitions are purchases that, in the aggregate amount, is more than $10,000 and less than $250,000 annually. For ~~small purchases~~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 200.3226 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, ~~compliance with~~ 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

~~The officers, employees, and agents~~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: _____

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 ~~purchase of~~ 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 (~~Small Purchase~~Simplified Acquisition Procedures)

~~Small purchases~~Simplified acquisitions are purchases that, in the aggregate amount, ~~is~~ are more than $10,000 and less than $250,000 annually. ~~For~~ For simplified acquisitions ~~small purchases~~, 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 ~~item is available only from~~ 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 ~~to the maximum extent practical~~;

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 ~~in procurement of~~ A/E professional services. ~~It cannot~~The method may not be used to purchase other ~~types of~~ services ~~though~~ 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, ~~compliance with~~ 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

~~The officers, employees, and agents~~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 ~~which~~ that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or $10~~5~~,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 ~~used to~~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 ~~original or replacement~~ 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 ~~FMV~~ fair market value of $10~~5~~,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.

~~I.~~J. Equipment and Capital Expenditures

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

~~J.~~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: _____

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.

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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.

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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.

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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.

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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.

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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.

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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.

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

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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

~~Press Releases and Other~~ Official Communication with the Public

Only individuals who have prior administrative approval may issue press releases or other official communications 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: _____

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
~~Copying~~ Fees for School District Records

Requests for ~~copies of~~ school district records shall be subject to applicable ~~copying~~ 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, ~~T~~the actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first ~~four~~ eight hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first ~~four~~ 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: _____

3032
Fees for School District Records

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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 5 copies; .05 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 5 pages; no charge 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.

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- 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 5 copies; .25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 5 pages; no charge 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: _____

3053
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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:_____

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, 765 Main Street, Springfield, NE 68059 jacci.lucas@spcsne.org, 402-592-1300. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: https://www.spcsne.org/Title-IX-Information 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: https://www.spcsne.org/Title-IX-Information

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: _____

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 personin 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: _____

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 personin 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~~be the 12-month period measured forward from the date such employee's first FMLA leave begins~~.

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.

    <u>For purposes of this provision and this policy, "Covered Servicemember" includes both Military</u>

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.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.~~

~~C.~~**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.

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

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.

   <u>For purposes of this provision and this policy, "Covered Servicemember" includes both Military</u>

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 access 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.

~~e.~~

~~6.~~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: _____

4053
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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.

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   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.

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   i. When assessing whether a conflict of interest exists, qualifying staff members should access 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.

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   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: _____

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 ~~shall~~ 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 ~~shall~~ 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 ~~shall~~ 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 - .

e. Middle School Defined. Middle school means grades - .

~~c.~~**f. High School Defined.** High school means grades 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 ~~diagnosed~~ 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: _____

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 - 6.

e. Middle School/Junior High Defined. Middle school means grades 7 - 8.

f. High School Defined. High school means grades 9 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;

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.

9. 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
~~Option~~ 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: _____

5005
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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 Transportation. The board of education does not provide transportation services or mileage reimbursement for option-enrolled students unless otherwise required by 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: _____

5008
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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.

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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.

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II. Accommodations Regarding Lactation and Breastfeeding

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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.
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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

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

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/rookies; 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: _____

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.

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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 ~~or in Competition with the National School Lunch and Breakfast Programs~~)

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~~s and beverages~~ sold during the school day ~~as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs~~ must meet the USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11~~nutrition standards of those programs~~. 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.

~~a.~~

~~b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:~~

~~(1) It shall not be sold in competition with school meals in the food service area during the meal service.~~

~~(2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.~~

~~(3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements~~

~~(4) This restriction does not apply to food sold during non-school 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.)~~

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.

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

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.

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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

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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.)

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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.

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

6005
Academic Credits and Graduation

Students must earn 49 credits, and satisfactorily complete all required courses, to earn a Platteview High School diploma.

High school credit may be awarded to students in a junior high course if the course content and requirements are equivalent to a course offered in the high school.

The chart below outlines the courses required for graduation. The PHS administration has the authority to evaluate and award credit towards graduation for incoming seniors based on their incoming transcript and course history.

Department	**Number of courses**	**Notes**
Language Arts	8	To include Honors or English 9, Honors or English 10, English 11 or AP Literature and Composition, and 2 semesters of English electives in 12 grade or Dual enrollment courses.
Social Science	7	To include US History 9 (Class of 2026), Honors or World History, Dual enrollment or US History 11, US Government, and one additional social studies elective.
Mathematics	6	To include Algebra 1, Geometry, and Algebra 2
Science	6	To include Full year of Biology, Semester of Chemistry 1, Semester of Physics 1, Semester of Earth and Space Science and a semester of Science Elective.
PE	2	Students may choose from PE courses to acquire 2 credits
Health	1	Usually taken during the Sophomore Year
Business	1	Personal Finance
College & Career	1	Required of all juniors
Technology	1	Required for Class of 2028
Electives	~~17~~ 16	General Electives

Adopted on: 07-10-2023
Revised on: _____
Reviewed on: _____

6005
Academic Credits and Graduation

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Electives	16	General Electives

Adopted on: 07-10-2023
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~~n oral~~ request for a hearing on the proposed extension of the exclusion within one school day~~two school days~~ of receiving the ~~initial~~ notice of the proposed extension. ~~If the initial request for a hearing is oral, they shall confirm the request in writing.~~

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

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

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

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

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

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

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

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

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

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

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

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.

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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 in 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: _____
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6036
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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 in 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: _____

6037
Selection and Review of Library Media

The board approves curriculum and curriculum-related materials for the district with input from administrators and staff. Those processes are covered in other board policies. Staff members seeking to procure materials for use during instruction must follow board policy, practices, and directives. Those items are not covered by this policy.

The district procures library books and other media available to students that are not part of a specific class or curriculum. For purposes of this policy, those will be called library materials. This policy addresses the selection and review of library materials, regardless of their source. This policy applies regardless of whether library materials are purchased using district funds, donated, or shared at no cost to the district.

No Right to Materials. The board supports having excellent educational opportunities for students, including availability of library materials used to enrich the educational experience. However, the board and administration are responsible for considering materials based on a variety of factors and legal obligations. There is no right to force any material to be included or excluded. Staff requesting library materials do so only within the course and scope of their employment with the district.

Selection Process. The selection and approval of new library materials must comply with the district's general requisition, donation, and budgeting requirements. Materials will be selected to supplement and develop a student's intellect and enjoyment. Library material selection is a building-based process. Individual school librarians best know the specific needs and interests of their school community and tailor their collections in order to ensure the resources and materials included will support the instructional and developmental needs of the children they serve.

School librarians shall evaluate available resources and curriculum needs and will consult reputable and professional reviews. The actual resource will be examined whenever possible. Purchases are made according to the limits of the budget allotment. Library materials acquisition shall, at a minimum, follow Nebraska Department of Education, Rule 10 guidelines.

To ensure materials selected are appropriate for the district's students and consistent with the district's legal obligations, the following process applies to selection of library materials:

The school librarian, media specialist, or any individual requesting library materials is responsible for submitting the request in writing to the building principal or to superintendent or designee if there is no principal assigned to the building. The request must include the following

1. Name of the book, author, material, or resource;
2. The physical medium (*i.e.*, book, magazine, video, game, digital subscription, etc.);
3. The cost of the material

The building principal or superintendent or designee will review the library material request and inform the requester whether the material will be accepted or denied. If the administrator reviewing the material has additional questions or requests additional information, the individual requesting the acquisition will provide the information requested. Materials which require expenditure of district funds will be processed consistently with the district's purchasing and procurement policies and practices. There is no appeal from this determination.

Requested Review of Library Materials. A concerned parent of a current student or patron living within the school district boundaries may request the review of a specific library material (*i.e.*, a specific book, magazine, etc.) or portion of a specific library material. The parent or patron must first discuss their concern with the building principal and explain their concern regarding the library material. If there is no principal assigned to that building, the parent or patron should discuss their concern with the superintendent. The board believes most concerns will be resolved in this manner.

If the parent or patron is dissatisfied after the informal review and discussion with the relevant administrator, they may request a review in writing. To request a review, the individual must complete the Library Material Review Request form and submit it to the superintendent.

Upon receiving the written request, the superintendent will convene a committee to review the material and the written request made up of individuals the superintendent deems appropriate given the material to be reviewed. The committee will review the material and shall report their findings to the superintendent.

The superintendent will review the committee findings within a reasonable time after receiving it. The superintendent may consult with the school's librarian or media specialist, staff, and legal counsel at his or her discretion. The superintendent may decide to remove the material, keep the material, restrict access to the material to students based on age or grade level, or

make any other determination the superintendent deems appropriate. The superintendent's decision regarding the review will be communicated to the requester in writing.

The decision of the superintendent is final, and the board will not hear any appeal regarding the review of library material.

Additional Rules for Library Media Review. Unless the superintendent decides otherwise, the library material will remain in circulation while a review is pending. Unless otherwise required by law, no library material will be reviewed again within 4 years after a requested review is completed. Any parent or patron requesting review of multiple library materials may only request a maximum of 1 item to be reviewed at one time, and a new request cannot be submitted until the prior review is completed and notice of the determination is provided to the requesting party. Nothing in this policy prohibits the superintendent or their designee from reviewing library material outside of the review process contained in this policy and taking any action the superintendent or their designee deems appropriate.

Adopted on: July 10, 2023
Revised on: _____
Reviewed on: _____

6037
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The board approves curriculum and curriculum-related materials for the district with input from administrators and staff. Those processes are covered in other board policies. Staff members seeking to procure materials for use during instruction must follow board policy, practices, and directives. Those items are not covered by this policy.

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Upon receiving the written request, the superintendent will convene a committee to review the material and the written request made up of individuals the superintendent deems appropriate given the material to be reviewed. The committee will review the material and shall report their findings to the superintendent.

The superintendent will review the committee findings within a reasonable time after receiving it. The superintendent may consult with the school's librarian or media specialist, staff, and legal counsel at his or her discretion. The superintendent may decide to remove the material, keep the material, restrict access to the material to students based on age or grade level, or

make any other determination the superintendent deems appropriate. The superintendent's decision regarding the review will be communicated to the requester in writing.

The decision of the superintendent is final, and the board will not hear any appeal regarding the review of library material.

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Adopted on: July 10, 2023
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 the 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: _____

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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: _____

6040
Prekindergarten (Preschool or Early Childhood) Program

The school board establishes a program to provide prekindergarten services to 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 (subject to the participation limitation below).

All enrollment is subject to capacity limitations and enrollment priorities established in this policy. Three-year-old children will only be offered half-day attendance.

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 have a raw score lower than _____ on the [INSERT SCREENING TOOL(S)].

Capacity Limitation. The maximum capacity for the program is ___ children. In the event where the total number of children registered for the program by July 15 rises above _____, the district will only offer the program to children with the following priority for enrollment:

- 4-year-olds;
- "At-risk" children (as defined by Rule 11);
- Qualified five-year-old students; and
- Three-year-olds.

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. The youngest child in the class that is not "at risk" will be withdrawn from the program.

Program Coordinator. The program will be coordinated by a 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: _____

6040
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The school board establishes a program to provide prekindergarten services to 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 on or before July 31 of the enrollment year; and
- Children who are 4 years of age on or before July 31 of the enrollment year

All enrollment is subject to enrollment priorities established in this policy.

Enrollment Priority. Enrollment Priority. The district will offer the program to children following the "Placement for Preschool Enrollment" procedures found on the district website.

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 ratio 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: _____

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: _____

6041
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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: _____

6042
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    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: _____

6043
Sharing Mapping Data

This policy shall provide for the sharing of information to public safety agencies in order to implement effective emergency response protocols.

Definition. Mapping data means maps relating to the school buildings or school property with data for an efficient emergency response.

Sharing of Mapping Data. Mapping data shall be shared in an electronic or printable format with public safety agencies that provide emergency services to district property to assist those agencies in responding to an emergency on district property.

Requirements Related to Mapping Data. Mapping data shared with public safety agencies pursuant to this policy shall meet the following requirements:

- The mapping data shall be compatible with and able to be integrated into software platforms used by public safety that provide emergency services to the specific school for which the data is provided without requiring:
    - The purchase of additional software by such public safety agencies; or
    - The integration of third-party software to view the data;
- The mapping data shall be a finished map product in a file format easily accessible using a standard or open-source file reader, depending on the needs of the school and the public safety agency;
- The mapping data shall be provided in a printable format;
- The mapping data shall be verified for accuracy, during production and annually, through a walk-through of the school campus;
- The mapping data shall give an indication of what direction is true north;
- The mapping data shall include accurate floor plans overlaid on accurate, verified aerial imagery of the school campus;
- The mapping data shall contain site-specific labeling that matches the structure of school buildings, including room labels, hallway names, external door or stairwell numbers, locations of hazards, key utility locations, key boxes, automated external defibrillators, and trauma kits using standard labeling rules set by the State Department of Education;
- The mapping data shall contain site-specific labeling that matches the school grounds, including parking areas, athletic fields, surrounding roads, and neighboring properties using standard labeling rules set by the State Department of Education; and
- The mapping data shall be overlaid with a grid and coordinates.

Annual Certification or Updates. The district shall annually:

- Certify to the appropriate public safety agencies that the mapping data provided pursuant to this policy is accurate; or
- If such information has changed, provide the appropriate public safety agencies with updated mapping data.

Reimbursement. The Superintendent shall apply to the State Department of Education in the manner prescribed by the Commissioner of Education for a grant to cover the costs of providing payment to vendors on behalf of the school district to facilitate the implementation of mapping data in accordance with this policy. Such application shall include a copy of this school policy, an estimate from a vendor on the cost of providing such mapping data that meets the requirements of this policy, and any other information the department may require. Alternatively, the Superintendent may apply to and contract with the district's educational service unit in the manner prescribed by the educational service unit for purposes of covering the costs of facilitating mapping data in accordance with this policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6043
Sharing Mapping Data

This policy shall provide for the sharing of information to public safety agencies in order to implement effective emergency response protocols.

Definition. Mapping data means maps relating to the school buildings or school property with data for an efficient emergency response.

Sharing of Mapping Data. Mapping data shall be shared in an electronic or printable format with public safety agencies that provide emergency services to district property to assist those agencies in responding to an emergency on district property.

Requirements Related to Mapping Data. Mapping data shared with public safety agencies pursuant to this policy shall meet the following requirements:

- The mapping data shall be compatible with and able to be integrated into software platforms used by public safety that provide emergency services to the specific school for which the data is provided without requiring:
    - The purchase of additional software by such public safety agencies; or
    - The integration of third-party software to view the data;
- The mapping data shall be a finished map product in a file format easily accessible using a standard or open-source file reader, depending on the needs of the school and the public safety agency;
- The mapping data shall be provided in a printable format;
- The mapping data shall be verified for accuracy, during production and annually, through a walk-through of the school campus;
- The mapping data shall give an indication of what direction is true north;
- The mapping data shall include accurate floor plans overlaid on accurate, verified aerial imagery of the school campus;
- The mapping data shall contain site-specific labeling that matches the structure of school buildings, including room labels, hallway names, external door or stairwell numbers, locations of hazards, key utility locations, key boxes, automated external defibrillators, and trauma kits using standard labeling rules set by the State Department of Education;
- The mapping data shall contain site-specific labeling that matches the school grounds, including parking areas, athletic fields, surrounding

roads, and neighboring properties using standard labeling rules set by the State Department of Education; and
- The mapping data shall be overlaid with a grid and coordinates.

Annual Certification or Updates. The district shall annually:
- Certify to the appropriate public safety agencies that the mapping data provided pursuant to this policy is accurate; or
- If such information has changed, provide the appropriate public safety agencies with updated mapping data.

Reimbursement. The Superintendent shall apply to the State Department of Education in the manner prescribed by the Commissioner of Education for a grant to cover the costs of providing payment to vendors on behalf of the school district to facilitate the implementation of mapping data in accordance with this policy. Such application shall include a copy of this school policy, an estimate from a vendor on the cost of providing such mapping data that meets the requirements of this policy, and any other information the department may require. Alternatively, the Superintendent may apply to and contract with the district's educational service unit in the manner prescribed by the educational service unit for purposes of covering the costs of facilitating mapping data in accordance with this policy.

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

Spring/Summer Buildings/Grounds Projects and Maintenance

2024

Building	Item	Cost	Fund	Status
PHS	Basketball Stantions and Bleacher Inspection	$3,000.00	BF	June 26-27
SE	Window Cleaning Exterior 2nd Level, gym, cafe	$1,200.00	GF	Getting done Monday
WE	High Windows	$450.00	GF	Getting done Monday
PHS	High Windows	$300.00	GF	Getting done MOnday
PHS	Carpeting and Asbestos Removal- Kreifels, (possibly 2-3 other classes)	$10,000.00	BF	In Progress
All Gyms	Gym Floor Refinishing	$8,000.00	BF	July 1
All Buildings	General Maintenance (Ceiling Tiles, Painting, etc)	$1,000.00	GF	In Progress
PHS	Classroom Wall- Layer	$1,000.00	BF	TBD
PHS	Water Fountains Replacement	$5,000.00	BF	TBD
PHS	Scoreboard Panels Replacement	$5,000.00	BF	Completed
All Buildings	Play Ground Mulch	$8,000.00	GF	TBD
All Buildings	Mulch/Healthy Beds	$16,000.00	GF	
SE	Field Seeding and Fertilizer for new feild	$2,500.00	GF	Done
PHS	Teachers Lounge	$10,000.00	BF	Getting new estimate based on plumbing change
PHS	Staff Bathrooms	$3,000	BF	Getting final quote when teacher's lounge quote comes next week
	Total	$71,450.00		

Nebraska Department of Education
School Finance & Organization Services

2024/25 School District Budget Timeline

Date	Budget Activity
January 31	Deadline for amendments to General, Depreciation & Employee Benefit Funds in order to be included in certification of Budget Authority.
March 1	♦ 2024/25 State Aid Certification ♦ 2024/25 Certified Budget Authority and Allowable Reserve Percentage Certification
March 15	Deadline for notification of availability of the Retirement Incentive Plan (§79-855) and Staff Development Assistance (§79-856) for school districts that are part of a dissolution or merger
April 15	Reduction in Force deadline
Mid-June	School District Budget Form, LC-2, Budget Text and related documents available
August 20	Assessed valuations and real growth percentage certified by Counties
September 4	Deadline to notify and submit information to County Assessor if Joint Public Hearing required
September 14-24	Joint Public Hearing scheduled during this time if required
September 30	Filing deadline for Budget and LC-2 to NDE, Auditor of Public Accounts (APA), and County Clerk. *(Submit the following documents to NDE through the LC-2 collection)* ◆ Documents from the School District Budget Form ✓ Interlocal Form ✓ Cover Page through Page 6 ✓ Schedules A, B, D ✓ Property Tax Resolution ✓ Notices of Budget Hearing ✓ Notice of Special Hearing to Set Final Tax Request ◆ Proof of Publications for: ✓ Notice of Budget Hearing ✓ Notice of Special Hearing to Set the Final Tax Request *(Eliminated if joint public hearing was required)* ✓ Notice of Property Tax Authority Hearing (If applicable) ◆ Certification(s) of Taxable Value ◆ Board minutes showing approval of district budget ◆ Board minutes showing 70% board approval to request more property taxes than the certified authority amount. *(if applicable)* ◆ Election Ballot and Certification of Election Results for a successful election to override the levy limitation *(if applicable)* ◆ Election Ballot and Certification of Election Results for a successful election to exceed the expenditure limitation *(if applicable)* ◆ Election Ballot and Certification of Election Results for a successful election to exceed the Property Tax Authority *(if applicable)* ◆ Lid Computation Form (LC-2) submitted to the Nebraska Department of Education through the NDE Portal ◆ Copy of LC2 & Special Grant Funds list (Auditor of Public Accounts (APA) and your County Clerk) ******Budget Submission for Auditor of Public Accounts (APA) and your County Clerk –*** *A list of supporting materials required is on the **"Check List"** tab of the School District Budget Form.*
October 15	Filing deadline to submit Resolutions setting all tax requests
November 5	Tax requests become final
December 31	Filing deadline for the Report of Joint Public Agency & Interlocal Agreements File with the Auditor of Public Accounts, if not already submitted with Budget

Revised 05/1/2024

SPCS Budget Process Details and Dates:

June - Preliminary Valuation Released

September 9- Budget Hearing & Summary

TBD- Joint Public Hearing (Pink Card Hearing)

September 23- Special Tax Hearing

September 23- Tax Resolution & Budget Resolution

Prior to September 30- Submit Budget to State, Sarpy County Clerk, & Auditor

Future Planning
June, 2024

6/24/24	Board Work Session 7:00 P.M.
6/28/24	Foundation Golf Tournament 9:00 A.M.
7/8/2024??	Policy Committee Meeting 6:00 P.M. Finance Committee Meeting 6:30 P.M. Board Meeting 7:00 P.M.
7/22/24??	Board Work Session 7:00 P.M.
8/12/24	Committee Meeting TBD 6:00 P.M. Finance Committee Meeting 6:30 P.M. Board Meeting 7:00 P.M.
8/14/24	First Day of School
8/26/24	Board Work Session 7:00 P.M.