Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, July 15, 2019
High School Media Center - 8:00 PM

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Open Student Fees Hearing (Policy #5045). As per Nebraska Rev. Stat. 79-2,134.

   3.A. Comments from the audience

   3.B. Close Student Fees Hearing

4. Open Parent Involvement Hearing (Policy #5018) and District Title I Parent and Family Engagement (Policy #5057). As per Nebraska Rev. Stat. 79-2,533.

   4.A. Comments from the audience

   4.B. Close Parent Involvement Hearing

5. Consent Agenda

   5.A. Approval of Agenda

5.B. Approval of minutes of Regular June 17, 2019 Board Meeting

5.C. Approval of Claims

5.D. Financial Report

6. Visitors and communication from the public

7. Action Items

7.A. Discuss, Consider and take all necessary action to excuse the absence of Aaron Pistulka.

7.B. Discuss, Consider and take all necessary action to approve the review of Student Bullying Policy #5054. No changes to the policy. As per Nebraska Rev. Stat. 79-2,137.

7.C. Discuss, Consider and take all necessary action to approve new board policies 2017, 3052, 3053, 3054.

7.D. Discuss, Consider and take all necessary action to approve updates to Board Policies 2002, 2006, 2014, 3003.1, 3004.1, 3016, 3039, 3046, 3050, 4048, 4052, 5002, 5016, 5017, 5022, 5035.

8. Discussion Items

9. Administrator Report

9.A. Superintendent Report

9.B. Principal Report

10. Next Board Meeting:

11. Adjourn

5045
Student Fees

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

A. Definitions.

1. "Students" means students, their parents, guardians or other legal representatives.

2. "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.

3. "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

B. Listing of Fees Charged by this District.

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

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

2. Safety Equipment and Attire.

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

3. Personal or Consumable Items.

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

4. Materials Required for Course Projects.

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

5. Extracurricular Activities.

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

usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

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

- Student activity card-Prices will be set annually and listed in the Student Handbook.
- Student participation fee-Prices will be set annually and listed in the Student Handbook.
- Future Business Leaders of America. Prices will be set annually and listed in the Student Handbook
- National Honor Society-No current fee
- Cheerleading, Drill Team, Flag Corps. Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be $800.00

- Football students must provide their own football shoes, undergarments, and mouth guards
- Golf students must provide their own golf shoes, undergarments, and clubs

- Track, Volleyball, Wrestling students must provide their own and Basketball shoes and undergarments
- Future Farmers of America student must purchase their own jackets and pay dues which are set annually

6. Post-Secondary Education Costs.

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

7. Transportation Costs.

The district provides free transportation to and from school for resident students under state guidelines. In case of Option Enrollment, the district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

8. Copies of Student Files or Records.

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

The district will charge a fee of up to $.10 per page for reproduction of student records.

9. Participation in Before-and-After-School or Pre-Kindergarten Services.

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

10. Participation in Summer School or Night School.

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

11. Charges for Food Consumed by Students.

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club

or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

Breakfast and lunch prices will be set annually and will be listed in the Student Handbook.

12. Charges for Musical Extracurricular Activities.

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

- Band Students must provide their own instruments and marching band shoes.

13. Contributions for Junior and Senior Class Extracurricular Activities.

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities.

C. Waiver Policy.

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

D. Distribution of Policy.

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

E. Voluntary Contributions to Defray Costs.

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

F. Fund-Raising Activities

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

G. Student Fee Fund.

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

Adopted on: December 17, 2018
Revised on: _____
Reviewed on: _____

5018
Parent and Guardian Involvement In Education Practices

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.

    a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
    b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
    c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide NeSA assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

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

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

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

3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.

   a. Building principals may excuse a student from any single school experience at the parent's written request.

   b. When appropriate, alternative experiences will be provided for the student by the school.

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

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

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

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

   b. State Assessments

The District cannot approve requests to opt out of state assessments. Approval of such requests is contrary to state law.

   c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and

effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

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

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

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

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

Adopted on: December 17, 2018
Revised on: _____
Reviewed on: _____

5057 District Title I Parent and Family Engagement Policy

The school district will jointly develop with parents a School-Parent-Student Compact that outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

The written District Parent and Family Engagement Policy will be jointly developed and distributed to parents and family members of participating children and the local community in an understandable format and to the extent practicable, in a language the parents can understand. An annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy will be used to design evidence-based strategies for more effective parental involvement, to revise the Parent and Family Engagement Policy, and to remove barriers to participation.

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement in the Title I program. Parent and family engagement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.

2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination and integration with other Federal, State, and district programs, and evaluations of progress.

3. Opportunities for participation in parent involvement activities such as training to help parents work with their children to improve achievement. A goal of ~~these~~ parent activities is to

provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or—parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.

5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.

6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.

7. Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

This policy shall be reviewed annually at the annual meeting where concerned parties can have a conversation about possible changes to the Parent and Family Engagement Policy,.

Adopted on: December 17, 2018
Revised on: _____
Reviewed on: _____

Wilcox-Hildreth Public School
Board of Education Regular Meeting
Monday, June 17, 2019 ~ 8:00 PM
High School Media Center
404 Sapp Street
Wilcox, NE 68982-0190

1. Call to Order. Roll Call

2. Announce location of posted Open Meetings Act

3. Consent Agenda
Motion by Gary Jensen, seconded by Aaron Pistulka, to approve the consent agenda. Motion Passed.
Roger Boyer: Absent, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

3.A. Approval of Agenda

3.B. Approval of minutes of Regular May 20, 2019 Board Meeting

3.C. Approval of Claims

3.D. Financial Report

4. Visitors and communication from the public

5. Action Items

5.A. Discuss, Consider and take all necessary action to excuse the absence of Roger Boyer.
Motion by Kert Hansen, seconded by Ryan Knaus, to excuse the absence of Roger Boyer. Motion Passed.
Roger Boyer: Absent, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

5.B. Discuss, Consider and take all necessary action to approve Substitute Teacher Rates of $120 per day.
Motion by Kert Hansen, seconded by Aaron Pistulka, to approve Substitute Teacher Rates of $120 per day. Motion Passed.

Roger Boyer: Absent, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

5.C. Discuss, Consider and take all necessary action to approve classified pay rates as presented.
Motion by Ryan Knaus, seconded by Aaron Pistulka, to approve classified pay rates as presented. Motion Passed.
Roger Boyer: Absent, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

5.D. Discuss, Consider and take all necessary action to approve new school lunch prices for the 2019-2020 school year.
Motion by Aaron Pistulka, seconded by Gary Jensen, to approve new school lunch prices for the 2019-2020 school year. Motion Passed.
Roger Boyer: Absent, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

6. Discussion Items

7. Administrator Report

7.A. Superintendent Report

1. Building and Ground Updates
    1. Construction project updates
    2. Tree removal at track
    3. Track companies contacted for bids on new base and surface
    4. Window leaks in the English and SS rooms in the Wilcox building
2. Finance Updates

7.B. Principal Report

1. Playground Installation
2. Construction Meeting Reminders for BOE

8. Next Board Meeting: July 15, 2019 in the Wilcox Media Center at 8:00 P.M.
Motion by Kert Hansen, seconded by Aaron Pistulka, to adjourn at 8:41p.m. Motion Passed.

Roger Boyer: Absent, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

9. Adjourn
Motion by Kert Hansen, seconded by Aaron Pistulka, to adjourn at 8:43 p.m.. Motion Passed.
Roger Boyer: Absent, Kert Hansen: Yea, Gary Jensen: Yea, Ryan Knaus: Yea, Kirk Nelson: Yea, Aaron Pistulka: Yea
Yea: 5, Nay: 0, Absent: 1

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
Black Hills Energy	102NStock#2	Gas Service 5/21/6-20	1,522.32
Black Hills Energy	102NStock-June2019	102 N.Stockton5-21/6-20	72.05
Black Hills Energy	208Stockton-June19	208 Stockton St-5/20-6/21	56.46
Black Hills Energy	404ESapp-June19	Gas Service-404 E Sapp	85.39
Black Hills Energy	613Nelson-June19	Hildreth Site Gas Service	265.85
Total Black Hills Energy			2,002.07
Cengage Learning	67305592	Engage Learning Accounting Workbooks	348.00
Cengage Learning	67305659	Advanced Accounting	293.28
Total Cengage Learning			641.28
Charter Communications	344062419	Internet Services	1,069.50
Charter Communications	G106262019	Move fiber line due to Reno Project	3,647.49
Total Charter Communications			4,716.99
Class Intercom	1166	Annual Class Intercom Social Platform	975.00
Total Class Intercom			975.00
Cooperative Producers Inc	June2019 Billing	Fuel/Oil Filter	702.46
Total Cooperative Producers Inc			702.46
DGP Publishing, Inc.	23085	3rd-6th Grade Daily Reading and Grammar	323.90
Total DGP Publishing, Inc.			323.90
Eakes Office Solutions	7800575-0	Michelle Office Supplies	32.32
Eakes Office Solutions	7804877-0	Office Supplies	9.50
Eakes Office Solutions	7807503-0	Paper-Michelle	24.99
Eakes Office Solutions	7812302-0	Rogene-Binders	9.02
Eakes Office Solutions	7812302-1	Binders	75.57
Eakes Office Solutions	7812451-0	Lovin Stamp	35.85
Eakes Office Solutions	7812581-0	Laminators-Both Sites	601.90
Eakes Office Solutions	7814332-0	Envelopes	89.60
Eakes Office Solutions	C7775213-0	Mary Martin COA	(180.99)
Total Eakes Office Solutions			697.76
Educational Service Unit 9	29815	Vision Services	304.58
Total Educational Service Unit 9			304.58
Esu #10	WS97339	PowerSchool Conference Hinrichs/Bunger	195.00
Total Esu #10			195.00
ESU #11	3587	Lamination/IXL-Math,ELA	1,487.11
Total ESU #11			1,487.11
ESU Coordinating Council	AEPA001101	World Book Power Pack	132.75
Total ESU Coordinating Council			132.75
First National Bank/Omaha	Meyers/CC Bill	Interest on Account	13.98
Total First National Bank/Omaha			13.98
Follett School Solutions, Inc.	498683A	Books-MS	2,604.48
Follett School Solutions, Inc.	498683B	Books	296.03

Vendor Name	Invoice Number	Description	Amount
Follett School Solutions, Inc.	498683C	Books-Middle School	61.27
Follett School Solutions, Inc.	498684A	Books	387.03
Follett School Solutions, Inc.	498684B	Books-Elementary	51.07
Follett School Solutions, Inc.	498717A	Books-HS	1,494.98
Follett School Solutions, Inc.	498717F	Books	113.46
Total Follett School Solutions, Inc.			5,008.32
Frontier	June Charges-Hildret	Hildreth Site Phone Bill	407.27
Total Frontier			407.27
Great Plains Communications	WilcoxMay/June2019	Wilcox Site Phone Services	321.39
Total Great Plains Communications			321.39
Harlan County Journal	May2019Invoices	May 2019 Invoices 5091/5104	147.00
Total Harlan County Journal			147.00
Holdrege Daily Citizen	238	Add-Assst. Cook	134.40
Total Holdrege Daily Citizen			134.40
Houghton-Mifflin-Harcourt	954399196	HMH 7th Gr. WORLD CIVILIZATIONS	1,348.10
Houghton-Mifflin-Harcourt	954400432	HMH 7th Gr US HISTORY 2018 BEGIN TO 1877	1,843.01
Houghton-Mifflin-Harcourt	954418025	Saxon math and phonics refills	1,087.26
Total Houghton-Mifflin-Harcourt			4,278.37
Jurgens, Ryan	509361	Pressure Gauge for Sprayer-Hildreth	16.99
Total Jurgens, Ryan			16.99
Kearney Quality Sew & Vac	44227	Yearly Maintenance of Sewing Machines	319.92
Total Kearney Quality Sew & Vac			319.92
Lakeshore Learning Materials	3735720619	Classroom Materials	274.83
Total Lakeshore Learning Materials			274.83
Latter Repair & Irrigation, Inc.	17948	Parts-Bagger	307.52
Latter Repair & Irrigation, Inc.	17958	Mower blade	59.67
Latter Repair & Irrigation, Inc.	17960	Mower Supplies-Hildreth	30.47
Latter Repair & Irrigation, Inc.	17980	Belt-Mower - Wilcox	67.70
Latter Repair & Irrigation, Inc.	18029	42-Inch Chute	105.61
Latter Repair & Irrigation, Inc.	18079	Repair Bagger /Screen on Hopper	192.00
Total Latter Repair & Irrigation, Inc.			762.97
LORDAR, Inc	33443	Remote Repair for Pool phone	50.00
Total LORDAR, Inc			50.00
Menards - Kearney	82650	Building Supplies	11.17
Menards - Kearney	82934	Custodial Supplies-Hildreth	47.84
Menards - Kearney	83314	Supplies/Hildreth Site	39.96
Total Menards - Kearney			98.97
Mid-America Research Chemical	0667801-IN	Custodial Supplies	869.79
Total Mid-America Research Chemical			869.79
Minden Courier	JuneInvoices2019	June 2019 Publications BOE/Help Wanted	232.59

Vendor Name	Invoice Number	Description	Amount
Minden Courier	Subscription-HS	Subscription-HS	38.00
Total Minden Courier			270.59
MobyMax	141380	Moby max online subscription - teacher	99.00
Total MobyMax			99.00
Monte Malouf Jr & Associates	IN-33781	Custodial Supplies-Hildreth Site	1,382.90
Monte Malouf Jr & Associates	IN-33841	Gym Refinish-Hildreth Site	1,470.00
Total Monte Malouf Jr & Associates			2,852.90
NCSA	2019 Admin Days-Lovi	Admin Days-Lovin	248.00
NCSA	59796	NCE Reg Lambert/Martin	400.00
NCSA	60307	Lambert-NCE	50.00
Total NCSA			698.00
NRCSA	2019-20 Member	2019-20 Membership Dues	850.00
Total NRCSA			850.00
Patterson, Justin	PhoneAllowJuly19	Phone Allowance for July 2019	50.00
Total Patterson, Justin			50.00
Pearson Education Inc	4025832828	ELA ReadyGen Additional Materials Gr. 1	475.99
Pearson Education Inc	4025832833	ELA ReadyGen Additional Materials gr. 4	1,545.60
Pearson Education Inc	6001529106	Credit Memo	(245.88)
Pearson Education Inc	7026725883	ELA ReadyGen Additional Materials Gr. 1	328.86
Pearson Education Inc	7026725884	ELA ReadyGen Additional Materials gr. 4	1,118.14
Pearson Education Inc	7026725965	Elevate 6th Gr. Science	2,113.95
Pearson Education Inc	7026725966	7th Gr. Elevate Science	2,642.43
Pearson Education Inc	7026725967	8th Gr. Elevate Science	1,479.76
Pearson Education Inc	7026725968	3rd Gr. Math Envision	1,902.55
Pearson Education Inc	7026725969	4th Gr. Envision Math	2,748.13
Pearson Education Inc	7026732443	PreCalc	1,358.58
Total Pearson Education Inc			15,468.11
Pony Express Ford	6001801/1	2017 Ford Exped. Repair	330.20
Total Pony Express Ford			330.20
Presto-X Company	3182823	Wilcox Site Pest Control	59.00
Total Presto-X Company			59.00
Pro Quest	70576686	Subscription	1,300.85
Total Pro Quest			1,300.85
Running Mon LLC	57849	Postcards	96.50
Total Running Mon LLC			96.50
Software Unlimited, Inc	1001124	SAS Annual Fee for Bookkeeping Software	9,400.00
Total Software Unlimited, Inc			9,400.00
Svoboda's True Value	C150937	Paint/Wrench	27.97
Svoboda's True Value	C150978	Pool Supplies	11.88
Svoboda's True Value	C151119	MS Supplies-Carpet Cleaner	19.99
Svoboda's True Value	C152383	Building Supplies	15.96

Vendor Name	Invoice Number	Description	Amount
Svoboda's True Value	C153006	Grounds Supplies	32.44
Svoboda's True Value	C153009	Ground Supplies	6.29
Svoboda's True Value	C153114	Ground Supplies	24.07
Svoboda's True Value	D189714	PVC	16.47
Svoboda's True Value	D190414	Grounds Supplies	42.74
Svoboda's True Value	D191032	Screws/Nuts	6.66
Svoboda's True Value	D193189	Spraypaint/Cable Ties	9.49
Total Svoboda's True Value			213.96
Time Management Systems, Inc.	223679	AOD Contract	125.00
Total Time Management Systems, Inc.			125.00
Total Administrative Services Corporation	IN1542636	TASC-URM	57.75
Total Total Administrative Services Corporation			57.75
Town & Country Service	15230	Parts	6.30
Total Town & Country Service			6.30
Verizon Wireless	9832070622	Cell Phone Bill	31.99
Total Verizon Wireless			31.99
Village Of Hildreth	5/21-6/21 Service	Hildreth Site Utilitites	1,423.63
Total Village Of Hildreth			1,423.63
Village Of Wilcox	Wilcox Site-May/June	Wilcox Site Utilities 5/23 - 6/21	3,952.06
Total Village Of Wilcox			3,952.06
VISA	Hinrichs June CC Cha	Hinrichs/June 2019 CC Charges	1,146.42
VISA	MS CC June Charges	MS CC Charges	16.01
VISA	Patterson/JuneCC	Patterson CC Charges-June 2019	473.47
VISA	WHSchool/June CC	Wil-Hil CC June Charges	78.71
Total VISA			1,714.61
Walmart	WalmartCC June2019	Grade2/FCS Supplies on CC-Walmart	303.18
Total Walmart			303.18
Wilkins Architecture Design Planning LLC	3584	Wilcox Campus Reno	32,976.35
Total Wilkins Architecture Design Planning LLC			32,976.35
Woodward's Disposal Seervice	NO8865-2648	Document Destruction	70.00
Total Woodward's Disposal Seervice			70.00
Yanda's Music And Pro Audio	399804	Saxophone Repair	50.00
Total Yanda's Music And Pro Audio			50.00
Fund Number 01			97,283.08
Checking Account ID 1			97,283.08

GENERAL FUND		
6/1/18		**$4,464,853.79**
County Receipts	$414,721.94	
Motor Vehicle Taxes	$10,699.10	
Local License Fees		
Interest Earned	$7,306.84	
Other Local Receipts		
County Fines & Licenses	$1,499.43	
Homestead Exemption	$1,926.86	
Other County Sources		
High Ability Learners		
State Aid	$2,966.00	
SPED Programs	$27,652.00	
SPED Transportation		
State Apportionment		
Pers. Prop Tax Credit		
Property Tax Relief	$27,728.73	
Pro Rata Motor Vehicles	$1,561.72	
In Lieu of Taxes	$268.98	
Tax Credit		
Title I	$2,992.38	
Title IIA		
IDEA Base		
IDEA Base Part B-2		
Misc Receipts	$1,549.28	
Grant		
Apple Reimbursement		
Medicaid Reimb		
Distance Learning	$958.33	
Lunch Tax/Retire	$1,735.68	
URM Service Fee	$1,379.65	
TOTAL RECEIPTS	**$504,946.92**	
Instructional Services	$216,501.15	
SPED Service	$29,294.89	
Student Support Service	$85,573.37	
Support Services - Staff	$13,847.22	
Board of Education	$1,213.33	
Executive Administratior	$6,528.40	
Principal	$24,451.08	
Business	$10,900.28	
Operation-Maintenance	$51,708.35	
Regular Transportation	$16,315.29	
SPED Transportation		
Community Service	$8,721.47	
Title I	$5,927.07	
Lunch Fund Expenses	$1,735.68	
State Categorical Progra	$500.00	
Title IIA	$12,578.95	
Transfers		
MS Grant Expenses		
URM	$1,379.65	
Non-Program Expend.	$2,000.00	
TOTAL EXPENDITURES	**$489,176.18**	
Ending Balance 6/30/2018		**$4,480,624.53**

ACCOUNT BALANCES:	**30-Jun-18**
Depreciation	$740,969.51
General	$4,480,624.53
Lunch	$38,692.17
ADA	$527.91
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	$5,939.10
HS Activity	$360,026.83
MS Activity (Closed)	$0.00
Gen Fund Clearing	$4,565.37
MS Clearing	Closed-Moved to HS Clearing
Student Fee	$4,390.57
URM Fund	$15,651.08
Falcon Team Account	$1,034.45
Special Building Fund	$524,947.72
Total Funds	**$6,177,369.24**

DEPRECIATION FUND BREAKDOWN:	
Charter Reimb	$122,123.38
Transportation	$73,881.48
Building	$368,169.54
Track	$83,223.69
Interest	$43,571.42
Computer Hardware	$50,000.00
TCD	$20,000.00
Total:	**$760,969.51**

GENERAL FUND BANK RECONCILIATION:	
Bank Balance as of 6/30/2018	$4,521,415.81
Outstanding Checks:	$40,791.28
Ending Balance:	**$4,480,624.53**

Report Date 6/30/2018

GENERAL FUND		
6/1/19		**$3,562,649.77**
County Receipts	$234,277.23	
Motor Vehicle Taxes	$7,825.70	
Local License Fees		
Interest Earned	$5,666.77	
Other Local Receipts	$446.60	
County Fines & Licenses	$714.06	
Homestead Exemption	$1,767.41	
Other County Sources		
High Ability Learners		
State Aid	$2,914.00	
SPED Programs	$30,350.00	
State Apportionment		
Pers. Prop Tax Credit		
Property Tax Relief		
Pro Rata Motor Vehicles		
In Lieu of Taxes		
Medicaid	$771.36	
Title I		
Title IIA		
Title IV		
IDEA Base		
IDEA Base Part B-2		
Misc Receipts	$584.56	
Grant		
Distance Learning		
Reap Grant		
U.S. Fish & Wildlife		
Lunch Tax/Retire	$15,497.34	
URM Service Fee		
TOTAL RECEIPTS	**$300,815.03**	
Instructional Services	$158,856.11	
SPED Service	$69,009.95	
Student Support Service	$16,493.69	
Support Services - Staff	$18,841.94	
Board of Education	$1,113.09	
Executive Administratior	$25,445.66	
Principal	$19,776.61	
Business	$7,280.29	
Operation-Maintenance	$57,167.32	
Regular Transportation	$14,120.63	
SPED Transportation		
Community Service	$10,161.06	
Title I	$10,593.66	
Lunch Fund Expenses		
State Categorical Programs		
Federal Funds-Reap	$11,150.18	
HAL/Distance Learning	$2,215.88	
Architech & Engineering	$132,124.86	
URM		
Non-Program Expend.	$15,497.34	
TOTAL EXPENDITURES	**$569,848.27**	
Ending Balance 6/30/2019		**$3,293,616.53**

ACCOUNT BALANCES:	**30-Jun-19**
Depreciation	$1,007,354.58
General	$3,293,616.53
Lunch	$72,896.26
ADA	$527.91
Building (Hildreth)	Closed-Moved to Sp. Bldg.
Employee Benefit	$6,035.36
HS Activity	$337,025.72
MS Activity (Closed)	$0.00
Gen Fund Clearing	$4,386.58
MS Clearing	Closed-Moved to HS Clearing
Student Fee	$5,938.23
URM Fund	$9,349.78
Falcon Team Account	$1,034.45
Special Building Fund	$858,005.44
Total Funds	**$5,596,170.84**

DEPRECIATION FUND BREAKDOWN:	
Charter Reimb	$122,123.38
Transportation	$181,394.48
Building	$473,360.58
Track	$83,223.69
Interest	$63,570.50
Computer Hardware	$83,681.95
TCD	$20,000.00
Total:	**$1,027,354.58**

GENERAL FUND BANK RECONCILIATION:	
Bank Balance as of 6/30/2019	$3,314,603.67
Outstanding Checks:	$20,987.14
Ending Balance:	**$3,293,616.53**

Report Date 6/30/2019

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	**Monthly Category Expenses:**																
2			**Bdgt 18-19**	Sept Exp	Oct Exp	Nov Exp	Dec Exp	Jan Exp	Feb Exp	Mar Exp	Apr Exp	May Exp	June Exp	July Exp	Aug Exp	Total	Balance
3	1100's	Instruction	**$2,271,850**	$146,455	$151,105	$155,699	$153,914	$151,728	$154,119	$148,695	$146,772	$156,993	$158,877	$166,428		$1,690,785	$581,065
4	1200's	SPED	**$448,400**	$28,414	$31,619	$37,541	$41,021	$30,112	$33,670	$39,144	$31,614	$33,445	$37,238	$19,548		$363,365	$85,035
5	2100's	Sup Ser Pupils	**$368,400**	$32,027	$10,036	$11,897	$46,600	$10,575	$10,483	$46,340	$10,140	$10,020	$48,266	$10,872		$247,255	$121,145
6	2200's	Sup Ser Staff	**$351,000**	$21,760	$17,438	$14,964	$13,884	$15,269	$13,854	$14,849	$14,171	$13,854	$18,842	$20,902		$179,788	$171,212
7	2310's	Board	**$59,100**	$1,144	$581	$8,132	$3,019	$6,738	$3,760	$361	$581	$1,700	$1,113	$1,364		$28,492	$30,608
8	2320's	Exec Admin	**$173,900**	$12,154	$12,135	$12,241	$11,920	$12,111	$12,256	$12,269	$12,323	$12,201	$12,111	$11,313		$133,034	$40,866
9	2400's	Principal	**$271,600**	$20,703	$19,931	$20,759	$19,961	$20,156	$20,328	$19,443	$19,761	$20,197	$19,777	$17,408		$218,422	$53,178
10	2500's	Super/Business	**$178,400**	$10,458	$9,546	$7,991	$10,529	$11,622	$7,761	$7,135	$8,068	$10,097	$7,280	$17,703		$108,189	$70,211
11	2600's	Main & Oper	**$747,950**	$41,340	$35,457	$49,974	$58,286	$39,072	$43,892	$33,573	$36,974	$244,032	$57,167	$29,084		$668,853	$79,097
12	2700's	Reg Trans	**$350,600**	$30,976	$19,252	$24,647	$20,400	$16,852	$79,689	$21,154	$17,221	$20,445	$14,121	$4,235		$268,990	$81,610
13	2712's	SPED Trans	**$2,600**	$0	$0	$0	$0				$255					$255	$2,345
14	3000's	HAL & Community	**$40,000**	$2,058	$51	$1,391	$201	$2,291	$506	$415	$415	$472	$12,377	$6,598		$26,775	$13,225
15	3500's	State Categorical	**$18,000**	$226	$0				$1,725	$498	$76					$2,525	$15,475
16	4300's	Architecture/Engin											$132,125	$36,624			
17	6000's	Federal	**$157,200**	$11,016	$11,057	$8,696	$8,628	$8,391	$8,801	$8,493	$8,552	$14,190	$21,744	$8,391		$117,960	$39,240
18	1300's	Summer School	**$4,000**														$4,000
19	8000's	Transfers	**$55,000**														$55,000
20	9000's	Non-Program															
21																	
22	Total		**$5,498,000**	$358,731	$318,209	$353,931	$388,362	$324,918	$390,843	$352,368	$306,923	$537,647	$541,036	$350,470			
23																	
24	**Total Monthly Expenses:**																
25	General		**$4,867,800**	$319,075	$275,533	$307,694	$338,713	$286,415	$346,647	$304,233	$266,426	$490,012	$349,930	$285,907	$0	$3,570,583	$1,297,217
26	SPED		**$451,000**	$28,414	$31,619	$37,541	$41,021	$30,112	$33,670	$39,144	$31,869	$33,445	$37,238	$19,548	$0	$363,620	$87,380
27	Federal		**$157,200**	$11,016	$11,057	$8,696	$8,628	$8,391	$8,801	$8,493	$8,552	$14,190	$21,744	$8,391	$0	$117,960	$39,240
28	Total		**$5,476,000**	$358,505	$318,209	$353,931	$388,362	$324,918	$389,118	$351,870	$306,847	$537,647	$408,912	$313,846	$0	$4,052,162	$1,423,838
29																	
30	**Total Yearly Expenses:**																
31	General		**$4,812,800**	$319,075	$594,608	$902,302	$1,241,015	$1,527,429	$1,874,077	$2,178,309	$2,444,735	$2,934,746	$3,284,676	$3,570,583	$3,570,583	$3,570,583	$1,242,217
32	SPED		**$451,000**	$28,414	$60,033	$97,574	$138,594	$168,706	$202,376	$241,520	$273,389	$306,834	$344,072	$363,620	$363,620	$363,620	$87,380
33	Federal		**$157,200**	$11,016	$22,073	$30,769	$39,397	$47,788	$56,589	$65,082	$73,634	$87,824	$109,568	$117,960	$117,960	$117,960	$39,240
34	Total		**$5,421,000**	$358,505	$676,714	$1,030,644	$1,419,006	$1,743,924	$2,133,041	$2,484,911	$2,791,758	$3,329,405	$3,738,316	$4,052,162	$4,052,162	$4,052,162	$1,368,838
35																	
36	**Total Unencumbered:**																
37	General		**$4,867,800**	$4,548,725	$4,273,192	$3,965,498	$3,626,785	$3,340,371	$2,993,723	$2,689,491	$2,423,065	$1,933,054	$1,583,124	$1,297,217	$1,297,217		
38	SPED		**$451,000**	$422,586	$390,967	$353,426	$312,406	$282,294	$248,624	$209,480	$177,611	$144,166	$106,928	$87,380	$87,380		
39	Federal		**$157,200**	$146,184	$135,127	$126,431	$117,803	$109,412	$100,611	$92,118	$83,566	$69,376	$47,632	$39,240	$39,240		
40	Total		**$5,476,000**	$5,117,495	$4,799,286	$4,445,356	$4,056,994	$3,732,076	$3,342,959	$2,991,089	$2,684,242	$2,146,595	$1,737,684	$1,423,838	$1,423,838		
41																	
42	Gen Budget Avg Spend Down			$4,462,312	$4,056,338	$3,650,850	$3,244,875	$2,839,388	$2,433,900	$2,028,412	$1,622,438	$1,216,950	$811,462	$405,488	$0		
43	Total Budget Avg Spend Down			$5,040,017	$4,581,483	$4,123,500	$3,664,967	$3,206,983	$2,749,000	$2,291,017	$1,832,483	$1,374,500	$916,517	$457,983	$0		

5054
Student Bullying

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

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

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

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

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

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

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if

appropriate, will refer those students to the district's student assistance team.

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

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

Adopted on: December 17, 2018
Revised on: _____
Reviewed on: _____

2017
Indemnification and Liability Insurance

In addition to circumstances where it is obligated to provide indemnity or procure insurance, the school board has broad authority to purchase insurance or otherwise indemnify school board members, officers, employees, or agents of the school district. The school board will purchase liability insurance and provide indemnification at its discretion and review its current coverages and indemnification obligations when it deems appropriate.

In the event the school district's current insurance, indemnification agreements, contract obligations, or other promises to indemnify do not cover a situation which the school board can agree to cover, the school board may authorize indemnification. The school board may elect to indemnify any board member, officer, agent, or employee if he or she is a party or is threatened to be made a party in any pending or completed suit, proceeding, or any other action, whether criminal, civil, administrative, or investigative, if the individual is involved because of current or past service on the board, employment, or agency relationship with the school district. However, the indemnification and defense will only be considered if such person acted in good faith and in a manner he or she reasonably believed to be in the best interests or not opposed to the best interests of the school district, including in a criminal proceeding if he or she had no reasonable cause to believe the conduct was unlawful.

In circumstances involving employees, the board delegates to the Superintendent the authority to provide the indemnification to the extent the Superintendent is authorized to procure legal services, as long as the indemnification is otherwise consistent with the authority granted under the law.

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

3052
Leasing Personal Property

I. Leases of Personal Property by the District

A. Applicability of this policy.

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

This policy applies to all other leases of personal property made by the school district other than construction, remodeling, repair and site improvements.

B. General Leasing Policy

1. The school district's budget shall be the guide for all leases of personal property. Any leases of personal property must be approved by the board or superintendent.

2. The board intends to lease competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.

3. The leasing of equipment and other goods shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the leasing program of the school district.

4. Leases of personal property or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

5. No board member, employee, volunteer, parent-teacher organization, or other individual or entity may use a school district account, its tax identification number, or its tax exemption to make personal leases of any kind or for any reason.

C. Leasing Procedures

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.

2. For lease of more than $_____, the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

D. Relations with Vendors

1. The board wishes to maintain good working relations with vendors who lease equipment, goods, and other personal property to the school system. The school shall not extend favoritism to any vendors. Each lease shall be entered into on the basis of quality, price and delivery, with past experiences being a factor if all other considerations are equal.

2. No lease shall be made that violates any conflict of interest policy or law.

3. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the lease will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

II. Lease of District-Owned Personal Property to Others

A. Personal Property Valued at No More Than $_____

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than $_____ is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than _____ days. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property,

provided however that Superintendent will avoid leasing such personal property at a rate that is significantly lower than the fair market value for comparable rentals of similar personal property. At Superintendent's discretion, Superintendent may require lessors of this district-owned personal property to furnish property and liability insurance covering lessors use of such property.

B. Personal Property Valued in Excess of $_____

If the board of education determines that any personal property that is owned by the school district and has a fair market value of at least $_____ is not needed for school district use, the board may lease such property, or portion thereof, upon such terms and conditions as it determines.

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 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: _____

3054
Law Enforcement Unit

The board is committed to providing a safe environment conducive to learning for members of the school community. In furtherance of this commitment, the board designates the superintendent to act as the district's Law Enforcement Unit.

Authority of the Law Enforcement Unit. The law enforcement unit is officially authorized to:

- Enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against; *and*
- Maintain the physical security and safety of the district

In maintaining the physical security and safety of the district, the law enforcement unit may employ surveillance or other safety or security equipment in compliance with state and federal law. The law enforcement unit is responsible for the maintenance and security of any such equipment.

Records of the Law Enforcement Unit. All records created and maintained by the law enforcement unit for a law enforcement purpose are considered law enforcement unit records. This would include any records produced by surveillance or other safety or security equipment employed by the law enforcement unit to maintain the physical security and safety of the district.

Law enforcement unit records must be maintained by the law enforcement unit until the unit determines the records may be destroyed. The law enforcement unit is responsible for maintaining law enforcement unit records separate and apart from the student records maintained by the district pursuant to the board's policy regarding student records.

Law enforcement unit records may only be disclosed with the authorization of the Superintendent or his/her designee. Only copies of law enforcement unit records may be disclosed, and the original must be retained by the law enforcement unit and will continue to be considered a law enforcement unit record.

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

2002
Organization of the Board

1. Membership, Term and Election

    a. The Board of Education shall be comprised of six members who will be elected at large.

    b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

2. Internal Organization and Officers

    a. President

        i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.

        ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

    b. Vice President

        i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.

        ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

    c. Secretary

        i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.

        ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the

proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

i. A treasurer from the board will be designated on a year-to-year basis.

ii. The treasurer will sign checks and certain other documents. The treasurer is the custodian of the monies of the district.

iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.

iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.

v. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.

3. Board Officer Voting and Tie Breakers

a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:

i. If the board is split between two members, they will each serve as the officer for six months of the year. The initial six-month term will be determined by coin flip.

ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his or her name into a drawing. The

name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

4. Committees

a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.

b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:
   i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
   ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
   iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
   iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
   v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
   vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student

mastery of the social studies standards adopted pursuant to section 79-760.01;

vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
    1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
    2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
    3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event; and

viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

5. Vacancies

a. A vacancy on the board of education shall exist when any one of the following occurs:

i. A member submits his or her formal resignation from the board.

ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.

iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.

iv. Such other reasons as are set forth in Nebraska statutes.

b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.

c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

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

2006
Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such 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 below.

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 believes speaking directly to the person would subject complainant 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.

    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, gender, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 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 promptly and thoroughly investigate the complaint, and shall:

a) Determine whether the complainant has discussed the matter with the staff member 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, if appropriate.

2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.

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

c) Interview the complainant 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 discrimination or harassment, the response shall be in

writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.

4. If either the complainant or the accused party 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.

   a) This appeal must be in writing.

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

   c) 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 superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.

5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint he or she may appeal the decision to the board.

   a) This appeal must be in writing.

   b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.

   c) 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 shall be promptly and thoroughly investigated.

d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.

e) There is no appeal from a decision of the board.

6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:

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

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

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 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.

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

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: _____

2014
Relationship with District Legal Counsel

The board will engage legal counsel to assist it and the administration in dealing with legal issues. When the district faces circumstances in which legal counsel may be needed between board meetings, the board president or superintendent may engage legal counsel on the board's behalf.

The superintendent and the board president shall have the authority to contact the school's legal counsel on behalf of the district. The superintendent may give other members of the administration permission to contact the district's legal counsel on an as-needed basis. Individual board members other than the president may not contact the district's legal counsel on behalf of the board without the approval of the board president or a majority of the board.

Any board member who contacts the district's legal counsel without board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The superintendent will, to the extent permitted by law, keep the board informed of matters in which the district's legal counsel is involved.

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 $100,000, 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 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 a 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 Procedures)

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

B. Construction Projects with an estimated cost of between $100,000 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 $100,000 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 $100,000 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 publically 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 publically 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 200.326 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, 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. 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, record of past performance, and financial and technical resources.

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 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, or agents of the District at the board's discretion.

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 a 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 Procedures)

Small purchases are purchases that, in the aggregate amount, is more than $10,000 and less than $250,000 annually. For 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 item is available only from a single source;

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

3) The federal awarding agency or pass-through entity expressly authorizes 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.

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, record of past performance, and financial and technical resources.

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 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, or agents of the District at the board's discretion.

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 equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or $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 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.

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 of $5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

V. 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, 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: _____

3016
Smoking

Smoking, including the possession or use of cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.
designated areas.

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

3046
Animals at Schools

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent or his or her designee except as provided in this policy or as otherwise required by law.

I. Use of Animals for Instructional Purposes

Animals that support a district program or curriculum or that are used for instructional purposes are allowed in school district buildings or on school district property with the written permission of the superintendent or building principal.

II. Service Animals

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

Service Animal. A "service animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks ***do not*** include the crime deterrent effects of an animal´s presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. ***See also***, Miniature Horses below.

School District Inquiries. School officials ***may*** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do ***unless*** the answers to these inquiries are readily apparent. School officials ***may not*** ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.

Procedural Requirements. The following requirements must be satisfied ***before*** a service animal will be allowed in school buildings or on school grounds:

Request. A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used.

Health and Vaccination. The owner or handler must have proof of current licensure from the local licensing authority including proof of the service animal's current vaccinations and immunizations required by law.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

Control. A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

Exclusion or Removal from School. A service animal may be excluded from school property and buildings if a school administrator determines that:

(1) A handler does not have control of the service animal;
(2) The service animal is not housebroken;
(3) The service animal presents a direct and immediate threat to others in the school; or
(4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

Allergic Reactions. If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting

between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

Supervision and Care of Service Animals. The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

Extra Charges. The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

Damage to School Property and Injuries. The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

Miniature Horses. Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

(1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
(2) Whether the handler has sufficient control of the miniature horse;
(3) Whether the miniature horse is housebroken; and
(4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

Service Animal in Training. This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

Denial of Access and Grievance. If a school official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

[NOTE TO BE DELETED: There are 2 options below. The first option allows therapy animals brought by school employees as approved by the administration. The second does not allow therapy animals "except as required by law." YOU MUST PICK AN OPTION AND DELETE THE OTHER.]

[OPTION 1]

III. THERAPY ANIMALS

The school district supports the use of therapy animals by teachers or other qualified school personnel ("Owner") for the benefit of its students subject to the conditions of this policy.

Therapy Animal. A "therapy animal" is an animal that has been individually trained and certified to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy animals are not "service animals" as that term is used in the American with Disabilities Act. The animal must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy animals are personal property of the Owner and are not owned by the school district.

Therapy Animal Standards and Procedures. The following requirements must be satisfied ***before*** a therapy animal will be allowed in school buildings or on school grounds:

Request. An Owner who wants to bring a therapy animal to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy animal will be used.

Training and Certification. The Owner must submit training and certification information requested by the Superintendent or his or her designee. Any certification required by the school district must remain current at all times.

Health and Vaccination. The therapy animal must be clean, well groomed, in good health, house broken, and immunized against diseases common to such animals. The Owner must submit proof of current required licensure from the local licensing authority and proof of the therapy animal's current vaccinations and immunizations from a licensed veterinarian, if applicable.

Control. A therapy animal must be under the control of the Owner at all times.

Identification. The therapy animal must have appropriate identification identifying it as a therapy animal.

No Disruption. The therapy animal must not disrupt the educational process by any of its behaviors.

Health and Safety. The therapy animal must not pose a health and safety risk to any student, employee, or other person at school.

Supervision and Care of Therapy Animals. The Owner is solely responsible for the supervision and care of the therapy animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy animal.

Authorized Area(s). The Owner shall only allow the therapy animal to be in areas in school buildings or on school property that are authorized by school district administrators.

Insurance. The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy animal while on school property.

Exclusion or Removal from School. A therapy animal may be excluded from school property and buildings if a school administrator determines that:

(1) A handler does not have control of the therapy animal;
(2) The therapy animal is not housebroken;
(3) The therapy animal presents a direct and immediate threat to others in the school; or
(4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy animal from school premises immediately upon such a determination.

Allergic Reactions. If any student or school employee assigned to a classroom in which a therapy animal is permitted suffers an allergic reaction to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

Damages to School Property and Injuries. The Owner of a therapy animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy animal.

Other Therapy Animals. Therapy animals (1) owned by students, patrons, or other non-school employees or (2) owned by school employees for their own benefit will not be allowed on school grounds or school property except as otherwise required by law.

[OPTION 2]

III. THERAPY ANIMALS

A "therapy animal" is an animal that has been individually trained and certified to work with its owner to provide emotional support, well-being, comfort, or companionship. Therapy animals are not "service animals" as that term is used in the Americans with Disabilities Act.

Therapy animals will not be allowed on school grounds or school property except as otherwise required by law.

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

3050
Technology in the Classroom

I. In General

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

II. Devices

A. Non-district issued electronic devices may be provided by teachers for use in their classroom, so long as the use of such devices is supervised by a staff member and subject to the conditions set forth below.

Teachers who wish to bring a device into the classroom should inform the principal before deploying the device. The building principal may at his or her discretion prohibit the use of such devices or otherwise limit their use. The building principal may at any time direct that a teacher discontinue use of a given device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.

2. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use.

B. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that actively or passively create or transmit audio or video recordings must

have that function disabled while the student uses the device in a district classroom unless required by law. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.

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

III. Applications

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

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

C. Staff-Selected Applications.

1. Staff are permitted to select applications for use in the classroom.

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

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

4048
Assessment Administration and Security

The purpose of all testing and assessments is to measure students' knowledge, skills or abilities in the area tested. All staff members are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. This policy applies to all national, state, and local assessments, including both standardized and general classroom assessments.

1. Assessment Responsibilities

a. Each building principal, in consultation with the Superintendent and classroom teachers, will be responsible for:

- overseeing the scheduling of state administered assessments, training all staff who administer assessments, and ensuring that all assessments, including make-up testing, is completed within required testing windows;

- obtaining Standards, Assessment and Accountability Updates from the Department of Education and circulating the relevant portions of those updates to other staff members;

- informing the board of education of changes to the Nebraska Student-Centered Assessment System Security Procedures; and

- signing and enforcing the Nebraska Student-Centered Assessment System Security Agreement.

b. Every classroom teacher or other staff member who administers assessments is responsible for:

- complying with the Nebraska Student-Centered Assessment System Security Procedures;

- taking all reasonable and prudent steps to ensure the accuracy and integrity of all academic testing, including statewide assessments; and

- ensuring the security of all test materials.

2. Security Violations and Cheating

a. Classroom assessments

Staff members who suspect students of having cheated on a classroom assessment should conduct a reasonable inquiry and impose consequences on the student consistent with classroom rules and the student handbook.

b. State Accountability Tests

Staff members who suspect a breach of security on State Accountability Tests, must promptly report their suspicions to the building principal or superintendent. The superintendent must notify the Department of Education's Statewide Assessment Office and follow the Department's protocol for Reporting and Investigating Test Security Violations.

Staff members who engage in or enable students to engage in academic dishonesty in any testing or assessment will be subject to discipline up to and including the immediate cancellation of their employment contract.

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

4052
Job References to Prospective Employers

All requests for employment-related references or employment history by prospective employers of current or former employees must be referred to a member of the administrative team. The administrator will either provide a reference in compliance with this policy or will forward the request to the superintendent.

If the school district is subject to a written separation agreement regarding a particular employee, the terms of that agreement will govern the district's response to requests for information, regardless of any written consent provided to the school district.
If the school district is not bound by a separation agreement and receives a legally enforceable written consent to release information, the district may provide the information authorized by that document. The school district may provide additional truthful information to prospective employers of current and former employees in accordance with this policy.

Employees Suspected of Sexual Misconduct Against a Minor or Student

Apart from the routine transmission of administrative and personnel files or unless otherwise permitted by law, the district and any employee, contractor, or agent of the school district is prohibited from providing any employee any assistance in obtaining a new job if the school district or the individual acting for the school district has probable cause to believe said employee has engaged in sexual misconduct with a student or minor in violation of the law.

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

5002
Admission of Students

Students shall be admitted to the school district who are:

- legal residents of the school district or otherwise entitled by Nebraska law to attend the schools of the district tuition-free;
- approved for option enrollment pursuant to policy;
- approved as foreign exchange students pursuant to policy;
- legal residents of a district that has contracted with this district for their educational services;
- statutorily entitled to attend the schools of the district on a part-time basis pursuant to policy; or
- out-of-state students who have been enrolled pursuant to policy.

Students who have been placed in a foster home within the school district are not residents of the district and will not be permitted to enroll unless the district has received a written determination from the Nebraska Department of Health and Human Services that it is in the best interests of the student not to attend his or her district of residence.

Prior to enrolling any student who is a ward of the state of Nebraska or a ward of any court, the district will ask to review a completed copy of the "Education Court Report Form" promulgated by the Nebraska Supreme Court's Commission on Children and Families in the Courts – Education Sub-Committee. If there is no such completed form, district staff will offer assistance to the appropriate responsible individual in securing the information necessary to complete the form as part of the district's enrollment process.

Except in adult education classes or when otherwise required by law, no student who is of 21 years of age or older, or who has earned a high school diploma or its equivalent will be allowed to be enrolled in or continue to attend school in the district.

Students who seek to enroll in the district must comply with each board policy, state statute and regulation that applies to their situation. Grade level placement will be determined in accordance with district policy.

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

5016
Student Records

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

For purposes of the district's compliance with state and federal law, the district "maintains" as "student records" all records, files, and documents which are located in any format and within any storage unit of the district, whether in hard copy, digital, or otherwise.

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

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. "School officials" include attorneys; members of law enforcement acting on behalf of the school district; representatives of insurance providers that provide coverage to the school district; and third-party website operators who have contracted with the school district or its agent to offer online programs for the benefit of students and the district. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child

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

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

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

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

5017
Routine Directory Information

The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses, and telephone numbers of high school students unless a student's parents have notified the district in writing that they do not want this information disclosed without their prior written consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, the district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given an opportunity to prevent the release of this directory information by filing a written objection with the district.

When a student reaches 18 years of age, the permission or consent required of and the rights accorded to the parents or guardians of such student under this policy shall only be required of and accorded to such student. Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, each school district shall notify each student who is at least 18 years of age or who will reach 18 years of age during such school year of (1) the option to make a written request to the school district that routine directory information for such student not be released in response to a request made by a military recruiter without such student's written consent and (2) that any such request made previously by a parent or guardian for such student expires upon the student reaching 18 years of age.

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

5022
Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services

The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands *in loco parentis* to the students.

"Law enforcement officer" means police officers, county sheriffs, state patrolmen, Health and Human Service workers, Child Protective Services workers, Office of Juvenile Services workers, probation officers, U.S. Immigration and Customs Enforcement (ICE) agents, Federal Bureau of Investigations agents, or any other government investigatory workers.

"Parent" means the biological or adoptive mother or father, guardian, responsible relative, or any other person who has claimed legal or actual charge or control of the student pursuant to Nebraska law or Title 92 Nebraska Administrative Code Chapter 19.

Law enforcement officers are encouraged whenever possible to talk to a student away from the school before or after school hours so as to cause as little disruption as possible to the student's education.

Law enforcement officers may be called to the school at the request of school administration, or they may initiate contact with the school for their own purposes. Contact between the school and law enforcement officers on matters involving students shall be made through the office of the superintendent or building principal and the law enforcement officer. All reasonable attempts should be made to avoid embarrassing the student before his or her teachers and peers, and to avoid disrupting the student's and school's education program. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.

School staff shall promptly notify the superintendent when a student is questioned, arrested, or removed from school grounds by law enforcement officers.

School Related Criminal Activity

This section applies to alleged or suspected criminal activity that 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.

Law enforcement officers will be allowed to contact and question students at school regarding school related criminal activity as provided below.

The building principal must be notified before a student may be questioned in school or taken from a classroom by law enforcement. The building principal should request identification of the officers, their affiliation with the identified law enforcement agency, and whether their purpose is to interview, interrogate, or take custody of the student.

The building principal will make reasonable attempts to contact a student's parent for their consent and/or presence before the student is interviewed. In the event that a parent cannot be contacted after reasonable attempts, the student will be questioned only if the law enforcement officer identifies emergency circumstances requiring immediate questioning. A building principal or designee shall be present for such questioning solely to further school purposes or avoid duplication of the investigative process. The student will be brought to a private room and the contact will be made out of sight of others as much as practicable.

If the student is suspected of criminal activity, it is the responsibility of the law enforcement officer to advise a student of his or her rights against self-incrimination.

The building principal shall document steps taken to notify parents, summarize the law enforcement activities, identify the actions taken by the District on behalf of the student, and any further contacts with law enforcement officer.

Non-School Related Criminal Activity

Law enforcement officials may not question students at school.

Taking a Student into Custody

Law enforcement officers seeking custody of a student must contact the superintendent or building principal. The principal will request the arresting law enforcement officer to provide a copy of the arrest warrant, written parental consent, court order, or other document giving authority to take the student into legal custody. If there is no document presented, the principal should obtain the officer's name, badge number identifying the law enforcement agency, date, time, the reason for the arrest, and the place to which the student is reportedly being taken. Whenever practicable, the arrest or release of the student should be conducted in a location and in a manner that minimizes observation by others.

When a law enforcement officer removes a student from the school, the building principal will take immediate steps to notify the parent about the student's removal and the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse.

Child Abuse and Neglect

When law enforcement officers seek to investigate reports of alleged child neglect or abuse regarding a student, the building principal shall obtain a proper identification from the authorities or officials. If a student interview is conducted on school grounds, the building principal or designee and such other school personnel as appropriate shall observe the interview.

If the law enforcement officer decides to remove the student from school, school officials shall provide the law enforcement authorities with the address and telephone number of the student's parent or guardian. The principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign a statement certifying that the child is being removed from school premises because he or she is believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79-294.

Student Records

Student records will be shared with law enforcement officers only as allowed by 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, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,

2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations.

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

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

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.

2. **Summer Review**. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion**: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.

4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for

expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

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

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

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

9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
    b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
    c. Violating school bus rules as set by the school district or district staff;
    d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, 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;
    g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);

h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/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 cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
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; and
m. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.

2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

    a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

    b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;

    c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;

    d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;

    e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and

    f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent,

the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.

6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

Reporting Requirement to Law Enforcement

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

1. The violation includes possession of a firearm;
2. The violation results in child abuse;

3. It is a violation of 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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CAPACITY:	48
ENGINE:	CUMMINS ISB
TRANSMISSION:	ALLISON 2500
BRAKES:	HYDRAULIC
FEATURES:	FRONT/REAR A/C
MILEAGE:	13,324







OPTIONS INCLUDE:

NTEGRATED CHILD SEATS W/BELTS
BLACK VINYL DRIVER'S SEAT
FIRE BLOCK UPHOLSTERY
78" HEADROOM
(2)ROOF HATCHES
(4)EMERGENCY PUSHOUT WINDOWS (8)LAMP WARNING SYSTEM
BACKUP ALARM
CHILD CHECK MATE SYSTEM
REMOTE POWER MIRRORS
TILT STEERING WHEEL
CRUISE CONTROL
FRONT/REAR HEATERS
EXTERIOR COLOR: YELLOW w/ WHITE ROOF

Wilcox-Hildreth Public Schools
Monthly Board Notes
Prepared for the Wilcox-Hildreth Public Schools Board of Education

July 15, 2019

To: Wilcox-Hildreth Board of Education
From: Justin Patterson, Superintendent

DISCUSSION ITEMS-

Superintendent's Report:

A. FINANCES

- 77% of the budget is spent compared to (July 2018, 72%) and (July 2017, 57%). (92% of the year complete).
- General Fund Cash Balance on June 30 was $3,293,616.53 compared to $4,480,624 last year and $4.0 million in 2017, and approximately $2.8 million in 2016.
- Right now we could be close to having about $2.8 million in cash balance at the end of the fiscal year compared to $3.7 million last fiscal year. This compares to $3.1 million two years ago, $2.4 million three years ago
- Through July 2019 we have spent $4,221,818.18 compared to $3,789,969 last year, $3.7 million last year in 2017 and $4.0 million in 2016 and approximately $3.7 million four years ago.
- Our expenditures should be about $4.7 million this fiscal year. Again, this is due to higher payroll, fees to Wilkins, and early payment on requisitions.
- Payroll has made up almost 71% of our expenditures this year.

% of Budget Spent (92% Complete)	**2019**	**2018**	**2017**	**2016**
	77%	72%	57%	
Gen. Fund Cash Balance	**2019**	**2018**	**2017**	**2016**
	$3,293,616.53	$4,480,624	$4.0M	$2.8M
Estimated Cash at end of Year	**2019**	**2018**	**2017**	**2016**
	$2.8M	$3.7M	$3.1M	$2.4M
Year to date Expenditures	**2019**	**2018**	**2017**	**2016**
	$4,221,818.18	$3,789,969	$3.7M	$4.0M

B. BUILDINGS AND GROUNDS:

- ❖ Ground Breaking Ceremony Thursday July 25
    i. 9:30 AM
- ❖ Progress meeting on TBD. I will let you know more as we get closer.
    i. These are to review short-term and long-term progress goals and for payouts.
- ❖ I talked with Evan Moody this morning. He is hoping to have someone on site at the end of this week or early next week to start moving water lines. This has to be completed prior to footings being completed.
- ❖ I have contacted two track companies. Pro-Track and Tennis and Fisher Tracks to come out and look at our facilities and give bids for new base, surface and runways.
    i. I still have not gotten anything back from these companies. I will share more information as it comes in.

C. OTHER:

- ❖ Policy for PK
    i. District Residents