

Centura Board of Education Regular Meeting
Monday, February 10, 2025 7:00 PM
Centura Board Room
P.O. Box 430
Cairo, NE 68824

Agenda

1. Call the meeting to order
2. Pledge of Allegiance and Recognition of Nebraska Open Meetings Act
3. Centura Mission Statement: Centura and its collaborative partners are an innovative community empowering all students to be successful today and in the future.
4. Centura Vision Statement: A community about students, excellence and innovation
5. Roll call - excuse/not excuse board members who are absent
6. Recognition of visitors and public comment per Centura Public Schools Policy No. 2004-12
7. Celebration of Excellence
8. Discuss monthly financial report
9. Approval of Consent Agenda
 - 9.1. Minutes from previous month's meeting(s)
 - 9.2. General Fund Claims
10. Information Items: Reports
 - 10.1. Activities Director report
 - 10.2. Elementary Principal report
 - 10.3. Secondary Principal report
 - 10.4. Board President report
 - 10.5. Board Committee Reports
 - 10.5.1. Facilities, Finance and Transportation Committee
11. Action Items
 - 11.1. Human Resources
 - 11.1.1. Approval of certified staff resignations
 - 11.1.2. Approval of certified new hires
 - 11.2. Discuss, consider, and potentially approve ESU10 Special Education Contract Renewal
 - 11.3. Discuss, consider, and potentially approve the purchase of a bus.
12. Discussion/Information Items
 - 12.1. Review Centura Public Schools' policy series 3000 for any potential corrections.
13. Next Meeting date and time - March 10, 2025 at 6:00pm
14. Adjournment

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0101	ACTIVITIES	(26,707.02)	0.00	0.00	0.00	0.00	(26,707.02)
05 704 0102	SPIRIT SQUAD	(1,745.26)	0.00	0.00	0.00	0.00	(1,745.26)
05 704 0103	FOOTBALL	3,032.99	0.00	0.00	0.00	0.00	3,032.99
05 704 0104	GIRLS BASKETBALL	9,876.59	0.00	0.00	0.00	0.00	9,876.59
05 704 0105	BOYS BASKETBALL	5,134.86	0.00	0.00	0.00	0.00	5,134.86
05 704 0106	VOLLEYBALL	335.70	0.00	0.00	0.00	0.00	335.70
05 704 0107	CROSS COUNTRY / TRACK	2,140.90	0.00	0.00	0.00	0.00	2,140.90
05 704 0109	GOLF	(227.81)	0.00	0.00	0.00	0.00	(227.81)
05 704 0110	WRESTLING	1,149.71	0.00	0.00	0.00	0.00	1,149.71
05 704 0111	Girls Softball	2,337.18	0.00	0.00	0.00	0.00	2,337.18
05 704 0112	BOYS BASEBALL	883.61	0.00	0.00	0.00	0.00	883.61
05 704 0113	Girls Wrestling	170.47	0.00	0.00	0.00	0.00	170.47
05 704 0222	Class of 2022	38.97	0.00	0.00	0.00	0.00	38.97
05 704 0223	Class of 2023	1,893.49	0.00	0.00	0.00	0.00	1,893.49
05 704 0224	Class of 2024	1,774.78	0.00	0.00	0.00	0.00	1,774.78
05 704 0225	Class of 2025	406.31	0.00	0.00	0.00	0.00	406.31
05 704 0226	Class of 2026	2,835.32	0.00	0.00	0.00	0.00	2,835.32
05 704 0227	Class of 2027	280.00	0.00	0.00	0.00	0.00	280.00
05 704 0228	Class of 2028	100.00	0.00	0.00	0.00	0.00	100.00
05 704 0229	Class of 2029	135.00	0.00	0.00	0.00	0.00	135.00
05 704 0230	Class of 2030	176.57	0.00	0.00	0.00	0.00	176.57
05 704 0231	Class of 2031	118.20	0.00	0.00	0.00	0.00	118.20
05 704 0300	Grant Accounts	0.00	0.00	0.00	0.00	0.00	0.00
05 704 0301	ACCELERATED READER	265.80	0.00	0.00	0.00	0.00	265.80
05 704 0302	ART	236.05	0.00	0.00	0.00	0.00	236.05
05 704 0303	BOOKFAIR	1,154.78	0.00	0.00	0.00	0.00	1,154.78
05 704 0304	DUNLAP GRANTS	(24,002.88)	0.00	0.00	0.00	0.00	(24,002.88)
05 704 0306	GREENHOUSE	9,609.43	0.00	0.00	0.00	0.00	9,609.43
05 704 0307	COURTESY FUND	925.18	0.00	0.00	0.00	0.00	925.18
05 704 0308	BAND	6,869.27	0.00	0.00	0.00	0.00	6,869.27
05 704 0309	PRESCHOOL	(4,225.00)	0.00	0.00	0.00	0.00	(4,225.00)
05 704 0310	REVOLVING FUND	1,465.98	0.00	0.00	0.00	0.00	1,465.98
05 704 0311	SHOP	3,562.86	0.00	0.00	0.00	0.00	3,562.86
05 704 0313	GENERAL CONCESSIONS	6,139.14	0.00	0.00	0.00	0.00	6,139.14
05 704 0314	WOODS	1,464.07	0.00	0.00	0.00	0.00	1,464.07
05 704 0315	HELPING HANDS - ELEM	1,640.91	0.00	0.00	0.00	0.00	1,640.91
05 704 0316	FACULTY FUND	(1,207.03)	0.00	0.00	0.00	0.00	(1,207.03)
05 704 0317	ELEM COURTESY	327.32	0.00	0.00	0.00	0.00	327.32
05 704 0318	SPANISH CLUB	41.14	0.00	0.00	0.00	0.00	41.14
05 704 0319	Robotics	(128.64)	0.00	0.00	0.00	0.00	(128.64)

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0320	Strength & Conditioning	1,033.91	0.00	0.00	0.00	0.00	1,033.91
05 704 0321	Centura Wellness	2,896.49	0.00	0.00	0.00	0.00	2,896.49
05 704 0322	Computer Fee	7,785.00	0.00	0.00	0.00	0.00	7,785.00
05 704 0323	Library	1,000.00	0.00	0.00	0.00	0.00	1,000.00
05 704 0324	Elementary Playground	1,000.00	0.00	0.00	0.00	0.00	1,000.00
05 704 0325	BACK PACK PROGRAM	15,681.89	0.00	0.00	0.00	0.00	15,681.89
05 704 0400	FFA	41,174.36	0.00	0.00	0.00	0.00	41,174.36
05 704 0401	YEARBOOK	244.20	0.00	0.00	0.00	0.00	244.20
05 704 0403	ALUMNI	24.00	0.00	0.00	0.00	0.00	24.00
05 704 0404	CBI	4,819.87	0.00	0.00	0.00	0.00	4,819.87
05 704 0405	SPEECH	1,281.10	0.00	0.00	0.00	0.00	1,281.10
05 704 0406	DRAMA - One Act	2,868.02	0.00	0.00	0.00	0.00	2,868.02
05 704 0407	CHARACTER COUNCIL - ELEMENTARY	885.11	0.00	0.00	0.00	0.00	885.11
05 704 0408	FBLA	(183.38)	0.00	0.00	0.00	0.00	(183.38)
05 704 0410	MEDIA CLASS	2,289.67	0.00	0.00	0.00	0.00	2,289.67
05 704 0411	FFA SCHOLARSHIPS	1,950.00	0.00	0.00	0.00	0.00	1,950.00
05 704 0412	MIXED CHORUS	2,736.66	0.00	0.00	0.00	0.00	2,736.66
05 704 0413	NHS	603.69	0.00	0.00	0.00	0.00	603.69
05 704 0415	STUDENT COUNCIL	2,673.56	0.00	0.00	0.00	0.00	2,673.56
05 704 0416	TECHNOLOGY	0.00	0.00	0.00	0.00	0.00	0.00
05 704 0502	INTEREST	30,012.12	0.00	0.00	0.00	0.00	30,012.12
05 704 0503	MONEY MARKET	548.86	0.00	0.00	0.00	0.00	548.86
05 704 0600	24/7 Student Insurance	8,964.41	0.00	0.00	0.00	0.00	8,964.41
Fund Total: 05		138,568.48	0.00	0.00	0.00	0.00	138,568.48

Expenditure Report by Function/Object - Detail

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
06	Hot Lunch Fund								
3100	Food Service Operations								
06 3100 110 001	Salaries Non-Instructional Staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 110 002	Salaries Non-Instructional Staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
110	Salaries Non-Instructional Staff	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 130 001	Overtime Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 130 002	Overtime Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
130	Overtime Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 150 001	Addtl Compensation Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
150	Addtl Compensation Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 210 001	Group Insurance Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 210 002	Group Insurance Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
210	Group Insurance Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 220 001	Social Security Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 220 002	Social Security Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
220	Social Security Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 230 001	Retirement Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 230 002	Retirement Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
230	Retirement Non-Instructional	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 237 001	Increased Retirement Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 237 002	Increased Retirement Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
237	Increased Retirement Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 350 001	Technical Services	0.00	0.00	3,359.17	0.00	(3,359.17)	0.00	0.00	(3,359.17)
06 3100 350 002	Technical Services	0.00	0.00	6,073.37	0.00	(6,073.37)	0.00	0.00	(6,073.37)
350	Technical Services	0.00	0.00	9,432.54	0.00	(9,432.54)	0.00	0.00	(9,432.54)
06 3100 431 001	Non Tech Repairs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 431 002	Non Tech Repairs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
431	NON-TECHNOLOGY RELATED REPAIRS & MAINTEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 570 001	Food Service Management	0.00	11,888.87	67,049.85	0.00	(67,049.85)	0.00	0.00	(67,049.85)
06 3100 570 002	Food Service Management	0.00	11,888.87	67,049.87	0.00	(67,049.87)	0.00	0.00	(67,049.87)
570	Food Service Management	0.00	23,777.74	134,099.72	0.00	(134,099.72)	0.00	0.00	(134,099.72)
06 3100 610 001	General Supplies	0.00	33.60	5,692.11	0.00	(5,692.11)	0.00	0.00	(5,692.11)
06 3100 610 002	General Supplies	0.00	33.60	5,692.11	0.00	(5,692.11)	0.00	0.00	(5,692.11)
610	General Supplies	0.00	67.20	11,384.22	0.00	(11,384.22)	0.00	0.00	(11,384.22)
06 3100 733 001	Furniture and Fixtures	0.00	0.00	2,809.58	0.00	(2,809.58)	0.00	0.00	(2,809.58)
06 3100 733 002	Furniture and Fixtures	0.00	0.00	2,809.58	0.00	(2,809.58)	0.00	0.00	(2,809.58)
733	Furniture and Fixtures	0.00	0.00	5,619.16	0.00	(5,619.16)	0.00	0.00	(5,619.16)
06 3100 739 001	Other Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 739 002	Other Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
739	Other Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 810 001	Dues and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 810 002	Dues and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
810	Dues and Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 890 001	Miscellaneous Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 3100 890 002	Miscellaneous Expenses	0.00	0.00	44.36	0.00	(44.36)	0.00	0.00	(44.36)
890	Miscellaneous Expenses	0.00	0.00	44.36	0.00	(44.36)	0.00	0.00	(44.36)
3100	Food Service Operations	0.00	23,844.94	160,580.00	0.00	(160,580.00)	0.00	0.00	(160,580.00)
06	Hot Lunch Fund	0.00	23,844.94	160,580.00	0.00	(160,580.00)	0.00	0.00	(160,580.00)

Expenditure Report by Function/Object - Detail

Account Number	Account Description	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
Grand Total:		0.00	23,844.94	160,580.00	0.00	(160,580.00)	0.00	0.00	(160,580.00)

Fund: 01 General Fund

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	Taxes Levied by School District	0.00	681,470.48	2,428,338.16	0.00	(2,428,338.16)
01 1115	Carline Taxes	0.00	0.00	1,101.75	0.00	(1,101.75)
01 1125	Motor Vehicle Taxes	0.00	27,555.26	108,744.65	0.00	(108,744.65)
01 1140	PENALTIES & INTEREST ON TAXES	0.00	2,086.28	2,086.28	0.00	(2,086.28)
01 1510	Interest on Investments	0.00	1,196.61	9,378.75	0.00	(9,378.75)
01 1800	REVENUE FROM COMMUNITY SERVICES ACTIVITIES	0.00	540.00	2,640.00	0.00	(2,640.00)
01 1911	Local License Fees	0.00	310.00	1,110.00	0.00	(1,110.00)
01 1990	Miscellaneous Local Revenue	0.00	8,790.00	9,501.11	0.00	(9,501.11)
	Subtotal: LOCAL RECIEPTS	0.00	721,948.63	2,562,900.70	0.00	(2,562,900.70)
01 2110	County Fines and License Fees	0.00	4,742.36	12,373.59	0.00	(12,373.59)
01 2210	ESU Receipts	0.00	150.00	150.00	0.00	(150.00)
	Subtotal: COUNTY AND ESU RECEIPTS	0.00	4,892.36	12,523.59	0.00	(12,523.59)
01 3110	State Aid	0.00	109,125.00	550,721.00	0.00	(550,721.00)
01 3120	Special Education-School Age	0.00	86,703.00	160,709.00	0.00	(160,709.00)
01 3180	Pro-Rate Motor Vehicle	0.00	3,508.23	5,737.86	0.00	(5,737.86)
01 3535	High Ability Learners	0.00	0.00	3,656.00	0.00	(3,656.00)
	Subtotal: STATE RECEIPTS	0.00	199,336.23	720,823.86	0.00	(720,823.86)
01 4309	HEAD START	0.00	14,000.00	14,000.00	0.00	(14,000.00)
01 4505	Title I-Part A ESSA	0.00	0.00	40,841.00	0.00	(40,841.00)
01 4516	IDEA PART B PRESCHOOL	0.00	0.00	2,271.00	0.00	(2,271.00)
01 4518	IDEA Part B (611) Base/EP	0.00	0.00	101,287.00	0.00	(101,287.00)
01 4521	IDEA Non-Public	0.00	0.00	2,505.00	0.00	(2,505.00)
01 4708	MEDICAID IN PUBLIC SCHOOLS	0.00	5,034.55	10,060.17	0.00	(10,060.17)
	Subtotal: FEDERAL RECEIPTS	0.00	19,034.55	170,964.17	0.00	(170,964.17)
01 5690	OTHER NON-REVENUE RECEIPTS	0.00	150.00	150.00	0.00	(150.00)
	Subtotal: NON-REVENUE RECEIPTS	0.00	150.00	150.00	0.00	(150.00)
	Fund Total:	0.00	945,361.77	3,467,362.32	0.00	(3,467,362.32)

Revenue Summary Report

Processing Month: 01/2025

User ID: TOMJSTEP

	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
Grand Total:	0.00	945,361.77	3,467,362.32	0.00	(3,467,362.32)

**Treasurer's Report for the 2024-25 School Year
as of January 31, 2025**

General Fund

Beginning Balance		\$1,278,408.50	
January	Income	\$945,361.77	
January	Expenses	(\$635,889.29) <	\$0.00 Jani expenditures
January	Adjustments		\$0.00 Jani Pre-pay
Ending Balance		<u>\$1,587,880.98</u>	<u>\$0.00</u>

Cash Found In: Balance Per Bank	\$1,589,345.07
Outstanding Checks	(\$1,464.09)
Adjustments	\$0.00
Total	<u>\$1,587,880.98</u>

General Fund CD's

#202828	\$196,161.02	Western National	4.0%	Matures 04-11-2025
#15608	\$158,916.36	Pathway Bank	4.43%	Matures 04-19-2025
#45419	\$108,769.44	Pathway Bank	4.50%	Matures 01-23-25
#45435	\$108,769.45	Pathway Bank	4.50%	Matures 01-23-25
#118240	\$178,246.58	Pathway Bank	4.43%	Matures 04-11-2025
#881244 (MM)	\$267,805.97	Pathway Bank	2.47%	Money Market
Total	<u>\$1,018,668.82</u>			

Building Fund

Beginning Balance		\$583,328.38
January	Income	\$41,969.38
January	Expenses	\$0.00
January	Adjustments	\$0.00
Ending Balance		<u>\$625,297.76</u>

Cash Found In:		
Checking Acct.	\$625,297.76	
Outstanding Checks	\$0.00	
Total	<u>\$625,297.76</u>	

Depreciation Fund

Beginning Balance		\$261,240.84
January	Income	\$266.25
January	Expenses	\$0.00
Ending Balance		<u>\$261,507.09</u>

Cash Found In: Checking Acct.	\$261,507.09
Outstanding Checks	\$0.00
Total	<u>\$261,507.09</u>

Unemployment Fund

Beginning Balance		\$15,622.39
January	Income	\$0.00
January	Expenses	\$0.00
Ending Balance		<u>\$15,622.39</u>

Cash Found In:		
Checking Acct	\$15,622.39	
Outstanding Checks	\$0.00	
Total	<u>\$15,622.39</u>	

Student Fees

Beginning Balance		\$2,571.65
January	Income	\$0.00
January	Expenses	\$0.00
Ending Balance		<u>\$2,571.65</u>

Cash Found In:

Checking Acct.	<u>\$2,571.65</u>
Total	<u>\$2,571.65</u>

Activity Accounts

Beginning Balance		\$150,774.71
January	Income	\$10,398.29
January	Expenses	(\$22,604.52)
January	Adjustments	
Ending Balance		<u>\$138,568.48</u>

Cash Found In:

Checking Acct.	\$66,012.26
Outstanding Checks	(\$12,277.99)

Activity Fund CDS

#118	\$10,000.00	Boelus State Banl 4.3%. Matures 03/4/25
#259	\$20,000.00	Boelus State Banl 4.4% Matures 03/28/25
#427	\$20,000.00	Boelus State Banl 2.5% Matures 12/19/24
#1229	\$22,419.31	Boelus State Banl 4.50% Matures 07/19/25
Money Market	<u>\$12,414.90</u>	Boelus State Bank
	\$138,568.48	

Lunch Account

Beginning Balar Balance		\$106,179.83
January	Income	\$28,928.68
January	Expenses	(\$23,844.94)
January	Adjustments	
Ending Balance		<u>\$111,263.57</u>

Cash Found In: Checking Acct.	\$111,315.05
Outstanding Checks	<u>(\$51.48)</u>
Total	<u>\$111,263.57</u>

**Expenditure Report by Function/Object -
Summary**

02/07/2025 03:45 PM

User ID: TOMJSTEP

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01	General Fund								
1100	REGULAR INSTRUCTIONAL PROGRAMS	2,765,341.00	229,224.80	1,401,822.86	50.70	1,363,518.14	0.00	274.75	1,363,243.39
1150	LIMITED ENGLISH PROF PROGRAMS	20,916.00	2,581.65	15,509.92	74.15	5,406.08	0.00	0.00	5,406.08
1160	PROVERTY PROGRAMS	806,828.00	65,889.14	394,829.49	48.94	411,998.51	0.00	0.00	411,998.51
1190	EARLY CHILDHOOD ED PROGRAMS	134,437.00	12,628.59	70,105.30	52.15	64,331.70	0.00	0.00	64,331.70
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	646,227.00	64,390.58	329,694.21	51.03	316,532.79	0.00	54.83	316,477.96
1291	SPED Instructional Programs-Ages 3-5	5,250.00	299.00	2,238.44	42.64	3,011.56	0.00	0.00	3,011.56
1292	SPED Instructional 0-2	5,000.00	299.00	2,238.44	44.77	2,761.56	0.00	0.00	2,761.56
2110	ATTENDANCE AND SOCIAL WORK SERVICES	10,100.00	0.00	6,644.50	65.79	3,455.50	0.00	0.00	3,455.50
2120	GUIDANCE SERVICES	190,594.00	14,503.40	89,974.81	47.21	100,619.19	0.00	0.00	100,619.19
2141	Psychological Serv SPED School Age	135,431.00	11,025.66	66,646.36	49.21	68,784.64	0.00	0.00	68,784.64
2151	Speech Path SPED School Age	165,283.00	13,599.71	86,828.29	52.53	78,454.71	0.00	0.00	78,454.71
2152	Speech Pathology SPED-Age 3-5	250.00	514.62	2,698.13	1,079.25	(2,448.13)	0.00	0.00	(2,448.13)
2153	SPED Speech Path 0-2	4,000.00	470.23	3,361.21	84.03	638.79	0.00	0.00	638.79
2161	Occupational Therapy SPED School Age	14,100.00	1,336.05	10,080.45	71.49	4,019.55	0.00	0.00	4,019.55
2162	Occ Therapy SPED Age 3-5	5,550.00	206.25	1,337.96	24.11	4,212.04	0.00	0.00	4,212.04
2163	Occ Therapy SPED Age 0-2	570.00	18.75	174.57	30.63	395.43	0.00	0.00	395.43
2171	Physical Therapy SPED School Age	9,900.00	890.55	6,366.08	64.30	3,533.92	0.00	0.00	3,533.92
2172	Physical Therapy SPED Age 3-5	500.00	0.00	0.00	0.00	500.00	0.00	0.00	500.00
2173	PT SPED 0-2	750.00	131.25	131.25	17.50	618.75	0.00	0.00	618.75
2181	Vision Services SPED School Age	6,000.00	0.00	0.00	0.00	6,000.00	0.00	0.00	6,000.00
2182	Vision Services SPED 3-4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2190	OTHER PUPIL SUPPORT SERVICES	8,500.00	683.15	2,677.33	31.50	5,822.67	0.00	0.00	5,822.67
2211	School Improvement	3,000.00	0.00	0.00	0.00	3,000.00	0.00	0.00	3,000.00
2212	Instruction and Curriculum Dev	130,000.00	6,341.24	12,705.74	11.05	117,294.26	0.00	1,663.20	115,631.06
2213	Instructional Staff Training	28,500.00	36.38	3,609.11	12.80	24,890.89	0.00	40.00	24,850.89
2220	Library/Media Sevices	147,784.00	11,314.38	73,800.53	50.00	73,983.47	0.00	93.18	73,890.29
2230	Instruction-Related Technology	218,537.00	11,193.85	164,698.68	76.67	53,838.32	0.00	2,860.88	50,977.44
2240	Academic Student Assessment	1,100.00	0.00	0.00	0.00	1,100.00	0.00	0.00	1,100.00
2310	BOARD OF EDUCATION	29,000.00	5,158.80	24,124.89	83.19	4,875.11	0.00	0.00	4,875.11
2320	EXECUTIVE ADMINISTRATION	210,855.00	19,881.80	120,781.00	57.28	90,074.00	0.00	0.00	90,074.00
2330	District Legal Services	30,000.00	663.50	11,576.49	38.59	18,423.51	0.00	0.00	18,423.51
2410	Office of Principal	640,318.00	50,075.75	300,604.25	46.95	339,713.75	0.00	0.00	339,713.75
2510	GENERAL ADMIN-BUSINESS SERVICE	179,189.00	10,970.68	74,005.12	41.30	105,183.88	0.00	0.00	105,183.88
2580	Admin Technology Services	795.00	0.00	0.00	0.00	795.00	0.00	0.00	795.00
2610	Operation of Buildings	440,400.00	31,221.56	246,923.48	56.11	193,476.52	(56.58)	227.00	193,306.10
2620	Maintenance of Buildings	1,143,279.00	41,385.15	211,628.60	19.13	931,650.40	0.00	7,129.20	924,521.20
2630	Care and Upkeep of Grounds	100,000.00	468.96	14,117.09	14.12	85,882.91	0.00	0.00	85,882.91
2650	Vehicle Acquisition and Maintenance	66,000.00	0.00	1,087.18	1.65	64,912.82	0.00	0.00	64,912.82
2660	Safety & Security	2,800.00	75.08	1,986.53	70.95	813.47	0.00	0.00	813.47
2670	Safety	10,050.00	737.00	5,336.05	53.10	4,713.95	0.00	0.00	4,713.95
2710	Vehicle Operation-Regular Educ	1,105,454.00	20,065.13	135,973.78	12.30	969,480.22	0.00	0.00	969,480.22
2712	Vehicle Operation-School Age SPED	31,500.00	3,235.03	18,804.83	59.70	12,695.17	0.00	0.00	12,695.17
3300	COMMUNITY SERVICES	15,400.00	1,467.38	7,810.34	50.72	7,589.66	0.00	0.00	7,589.66
3535	High Ability Leaners	2,000.00	0.00	1,492.50	74.63	507.50	0.00	0.00	507.50
3551	CTE Grant	7,500.00	720.00	2,980.00	39.73	4,520.00	0.00	0.00	4,520.00
3599	Safety Grant	102,598.00	80,346.08	80,346.08	78.31	22,251.92	0.00	0.00	22,251.92
4700	Building Improvements	100,000.00	0.00	0.00	0.00	100,000.00	0.00	0.00	100,000.00
6200	Title I, Part A ESSA	83,153.00	6,023.84	36,143.11	43.47	47,009.89	0.00	0.00	47,009.89
6406	IDEA Preschool (619) Base	2,233.00	244.64	1,358.84	60.85	874.16	0.00	0.00	874.16
6408	IDEA Part B - Base/EP	144,184.00	12,973.44	77,366.98	53.66	66,817.02	0.00	0.00	66,817.02
6412	IDEA Part B Proportionate Share	6,792.00	568.33	3,409.98	50.21	3,382.02	0.00	0.00	3,382.02
6700	Fed Voc & Applied Tech Ed (Carl Perkins)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6992	REAP	40,769.00	3,326.52	19,959.08	48.96	20,809.92	0.00	0.00	20,809.92

**Expenditure Report by Function/Object -
Summary**

02/07/2025 03:45 PM

User ID: TOMJSTEP

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
6994	Homeless	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6998	ESSER III Cares Act	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8000	TRANSFERS (OUTGOING)	45,000.00	0.00	0.00	0.00	45,000.00	0.00	0.00	45,000.00
01	General Fund	10,003,717.00	737,186.90	4,145,989.86	41.57	5,857,727.14	(56.58)	12,343.04	5,845,440.68

**Expenditure Report by Function/Object -
Summary**

02/07/2025 03:45 PM

User ID: TOMJSTEP

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
Grand Total:	10,003,717.00	737,186.90	4,145,989.86	41.57	5,857,727.14	(56.58)	12,343.04	5,845,440.68

Centura Public Schools

MONTHLY FINANCIAL REPORT TO THE BOARD

February 2025

General Fund Expenses for February		
	2023-2024	2024-2025
GF Payable	\$90,562.28	\$191,082.26
GF Payroll	\$523,350.93	\$546,104.64
Total	\$613,913.21	\$737,186.90

General Fund Receipts for January		
	2023-2024	2024-2025
State Aid	\$99,365.00	\$109,125.00
SPED State Pmt	\$92,966.00	\$86,703.00
Buffalo County	\$13,596.46	\$15,653.09
Hall County	\$333,815.29	\$251,194.78
Howard County	\$663,926.05	\$435,426.38
Sherman County	\$17,727.92	\$17,088.36
Other Receipts	\$119,426.76	\$30,171.16
Total	\$1,340,823.48	\$945,361.77

GENERAL FUND			
Three Year Comparison			
EXPENSES			
MONTH	2022-23	2023-24	2024-2025
September	\$629,772	\$739,055	\$728,156
October	\$626,717	\$663,668	\$667,145
November	\$612,456	\$655,628	\$648,094
December	\$640,399	\$715,008	\$729,498
January	\$583,706	\$632,011	\$635,889
February	\$609,613	\$613,913	\$737,187
YTD Total	\$3,702,664	\$4,019,283	\$4,145,970
Annual Budget	\$8,282,000	\$9,145,550	\$10,003,717
Budget % Spent	44.71%	43.95%	41.44%

Other Receipts

CCC Dual Credit	\$6,000.00
Head Start	\$14,000.00

23-24 Other Receipts

State Apportionment	\$74,419.44
Head Start	\$28,000.00

GENERAL FUND			
Three Year Comparison			
REVENUE			
MONTH	2022-23	2023-24	2024-25
September	\$1,386,125.88	\$1,527,019.03	\$1,429,688.29
October	\$365,036.66	\$365,893.40	\$524,689.88
November	\$363,597.90	\$195,581.90	\$193,179.68
December	\$136,301.04	\$392,528.41	\$374,442.70
January	\$1,243,994.23	\$1,340,823.48	\$945,361.77

Items to Note:

Amplify Invoices	\$17,884.90
Multiple Curriculum Invoices from 2022-2024	
Dell Marketing	\$5,200.00
New Server	
Hamilton Information System	\$80,346.08
Exterior Door Key Fob System	
NASB Annual Membership	\$4,661.00

AGENDA

The tentative agenda for each board meeting shall state the topics for discussion and action at the board meeting. It shall be kept continuously current and shall be readily available for public inspection at the district office during normal business hours.

Persons requesting to place an item on the agenda must make a request to the superintendent prior to the drafting of the tentative agenda. The person making the request must state the person's name, purpose of the presentation, action desired and pertinent background information. Adding such requests will be at the discretion of the superintendent after consultation with the board president. Requests made at a board meeting will be taken under advisement for being added to the agenda of the next regular board meeting.

The tentative agenda and supporting documents will typically be sent to board members 72 hours prior to the scheduled board meeting. These documents are the private property of the board member. Persons wishing to view the tentative agenda and supporting documents may do so at the Superintendent's Office of the district.

The board shall take action only on the items listed on the tentative agenda made available at the time of the public notice. All action items need to be on the agenda, but all agenda items do not need to be action items. Items added to the agenda may be discussed or taken under advisement by the board. If an added item is acted upon, the minutes of the board meeting shall state the reason justifying the immediate action. Only items of an emergency nature may be added to the agenda later than twenty-four hours before the scheduled meeting.

It shall be the responsibility of the board president and superintendent to develop the agenda for each board meeting.

A consent agenda may be presented by the president at the beginning of a meeting and used by the board for noncontroversial business. The consent agenda will consist of routine business that requires action but not necessarily discussion. These items may all be approved at the same time. A board member may ask that any item be removed from the consent agenda. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the board.

Legal Reference:	Neb. Statute 84-712 84-1408 to 1414
Cross Reference:	203 Organization of the School Board 403.05 Public Complaints about Employees 503 Student Rights and Responsibilities 1003 Public Examination of District Records

Approved: August 9, 2010 Reviewed _____ Revised: April 12, 2021

**Centura Board of Education Regular Meeting Minutes
District #47-0100 – Howard County Nebraska
Monday, January 13, 2025 6:00 PM
Centura High School; Cairo, NE**

Attendance Taken at 6:00 PM. Present: Sandra Davis, Brooke Fries, Teresa Grabowski, Mark Johnson, Todd Nitsch, Brooke Schmitt.

1. Call the meeting to order

Notice of the meeting was given in advance thereof, according to law, by proper publication, a designated method for giving notice to the School District, a copy of the proof of publications being attached to these minutes. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the agenda was communicated in this meeting. All proceeds of the Board of Education were taken while the convened meeting was open to the attendance of the public. President Davis called the meeting to order at 6:00pm.

2. Pledge of Allegiance and Recognition of Nebraska Open Meetings Act

Board President Davis led in the Pledge of Allegiance and then recognized a current copy of the Nebraska Open Meetings Act posted in the room.

3. Centura Mission Statement: Centura and its collaborative partners are an innovative community empowering all students to be successful today and in the future.

4. Centura Vision Statement: A community about students, excellence and innovation

5. Roll call - excuse/not excuse board members who are absent

6. Election of Board President

Teresa Grabowski nominated Sandra Davis as Board President. Todd Nitsch seconded the nomination. No other nominations were given. Sandra Davis was elected as Board President and proceeded to lead the meeting.

Motion to cease nominations for Board President. Passed with a motion by Mark Johnson and a second by Todd Nitsch.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd Nitsch: Yea, Brooke Schmitt: Yea

Yea: 6, Nay: 0

7. Board Reports

7.1. Oath of Office

Brooke Schmitt and Brooke Fries recited the Oath of Office.

7.2. Election of Board Vice President

Brooke Schmitt nominated Teresa Grabowski as Board Vice President. Mark Johnson seconded the nomination. No other nominations were given. Teresa Grabowski was elected as Board Vice President.

Motion to cease nominations for Board Vice President. Passed with a motion by Todd Nitsch and a second by Mark Johnson.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd

Nitsch: Yea, Brooke Schmitt: Yea
Yea: 6, Nay: 0

7.3. Election of Board Secretary

Teresa Grabowski nominated Mark Johnson as Board Secretary. Brooke Fries seconded the nomination. No other nominations were given. Mark Johnson was elected as Board Secretary. Motion to cease nominations for Board Secretary. Passed with a motion by Teresa Grabowski and a second by Brooke Fries.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd Nitsch: Yea, Brooke Schmitt: Yea
Yea: 6, Nay: 0

7.4. Election of Board Treasurer

Teresa Grabowski nominated Todd Nitsch as Board Treasurer. Mark Johnson seconded the nomination. No other nominations were given. Todd Nitsch was elected as Board Treasurer. Motion to cease nominations for Board Treasurer. Passed with a motion by Brooke Fries and a second by Mark Johnson.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd Nitsch: Yea, Brooke Schmitt: Yea
Yea: 6, Nay: 0

7.5. Appointment of Board Recording Secretary

Motion to appoint Stephanie Tomjack as School Board Recording Secretary for 2025. Passed with a motion by Teresa Grabowski and a second by Mark Johnson.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd Nitsch: Yea, Brooke Schmitt: Yea
Yea: 6, Nay: 0

7.6. Review Policy 2012 Board Code of Ethics

All board members received a copy of the Policy 2012 Board Code of Ethics for an annual reminder.

7.7. Review Policy 2005 Board Conflict of Interest forms

All board members received a copy of the Policy 2005 Board Conflict of Interest.

8. Recognition of visitors and public comment per Centura Public Schools Policy No. 2004-12

No patrons present address the school board.

9. Discuss monthly financial report

10. Approval of Consent Agenda

Motion to approve consent agenda as presented. Passed with a motion by Teresa Grabowski and a second by Todd Nitsch.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd Nitsch: Yea, Brooke Schmitt: Yea
Yea: 6, Nay: 0

10.1. Minutes from previous month's meeting(s)

10.2. General Fund Claims - \$631,389.29 (Payroll \$533,327.14, Payables: \$98,062.15)

Amazon Capital Services 464.64, Armbruster Electric 662.45, AS Central Services 292.87, Aurora Coop 2,706.42, Berger, Garret 15.00, Black Hills Energy 8,338.35, Blacktop Chiropractic 65.00, Bomgaars 49.77, BUFFALO COUNTY ELECTION COM 100.00, Centurylink 147.06, Column Software PBC 191.60, Computer Hardware 135.00, Cyboron, Geoffery 20.49, Dana F. Cole & Company, LLP 13,454.10, Eakes Office Solutions 6,590.61, Ecolab 121.02, ESU #10 7,938.19, GO Physical Therapy 6,093.87, Gumdrop Books 2,740.88, Gustave A. Larson Company 180.36, HALL COUNTY ELECTION COMM 532.70, Hamilton 90.11, Heartland Disposal 749.30, HOLIDAY EXPRESS 901.25, Home Depot Pro 1,508.34, Howard Greely RPPD 5,336.46, J&D Automotive 650.97, Jackson Services, Inc. 262.00, Johnson Controls, Inc. 3,241.75, KSB School Law 1,222.00, Mackin 17.13, Matheson Tri-Gas 148.14, Menards 689.94, NE ASSOC OF SCHOOL BOARDS 3,600.00, Nebraska Safety Center 1,150.00, NRCSA 220.00, OneSource 19.00, Pathway Insurance 11,996.82, PEARSON, INC. 54.15, Platte Valley Communications 30.00, Prairie Hills Wireless LLC 49.95, Reimers, Kenley 100.00, Robinson, Bev 904.50, Robinson, Lanny 1,644.85, S.E. Smith & Sons 12.88, Servi-Tech, Inc. 361.00, Sewer Rooter & Plumbing, Inc. 1,800.00, Sparq Data Solutions, Inc. 4,400.00, Sport Safe Testing Service, Inc. 611.00, US Bank 4,503.50, Village of Cairo 277.02, Wal-Mart 112.47, Wex Bank 557.24, Fund Number 98,062.15

11. Information Items: Reports

11.1. Activities Director report

Dean of Students/Activities Director Laethion Brown presented the Activities Director Report. Topics included NCSA Fall Academic All-State recipients, Blizzard Blowout Champs, and Powerlifting.

11.2. Elementary Principal report

Elementary Principal Janet Brown presented the Elementary Principal's Report. Topics included PTO-sponsored events, the 100th day of school, second-semester evaluations and the Spelling Bee.

11.3. Secondary Principal report

Secondary Principal Melissa Beberniss presented the Secondary Principal's Report. Topics Included academics, student survey and PreACT scores.

11.4. School Board President Report

Board President Sandra Davis presented the Board President's Report. Topics included Committees, Finance Workshops, and the 2025-2026 JAG position.

12. Action Items

12.1. Human Resources

12.1.1. Approval of certified staff resignations

12.1.2. Approval of certified new hires

12.2. Discuss, consider, and potentially approve completion of elementary window replacement project.

Andrew Pedersen presented a summary of the bids for the elementary window project. 10 windows need to be replaced, which will almost finish the window project that began a few years ago.

I move to approve using State Glass to complete the elementary window project. Passed with a motion by Mark Johnson and a second by Teresa Grabowski.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd Nitsch: Yea, Brooke Schmitt: Yea

Yea: 6, Nay: 0

13. Discussion/Information Items

13.1. Bus Presentation from Colorado West

Jamie Egger presented information about the bus options Nebraska Central Equipment has to provide.

13.2. Review Centura Public Schools' policy series 1000 and 2000 for any potential corrections.

13.3. Take new Board of Education photo

13.4. Discuss Superintendent Search with Shari Becker from NASB

Shari Becker from NASB was present to discuss the superintendent search and the selection of interview questions.

14. Next Meeting date and time - February 10th at 6:00pm

Next Regular Board Meeting: February 10, 2025 @ 7:00pm.

15. Adjournment

Motion to adjourn meeting at 8:50 pm Passed with a motion by Todd Nitsch and a second by Mark Johnson.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd Nitsch: Yea, Brooke Schmitt: Yea

Yea: 6, Nay: 0

**Centura School Board Special Meeting Minutes
District #47-0100 – Howard County Nebraska
Wednesday, January 22, 2025 5:00 PM
Centura High School; Cairo, NE**

Attendance Taken at 5:02 PM. Present: Sandra Davis, Brooke Fries, Teresa Grabowski, Mark Johnson, Todd Nitsch, Brooke Schmitt.

1. Call the meeting to order

Notice of the meeting was given in advance thereof, according to law, by proper publication, a designated method for giving notice to the School District, a copy of the proof of publications being attached to these minutes. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the agenda was communicated in this meeting. All proceeds of the Board of Education were taken while the convened meeting was open to the attendance of the public. President Davis called the meeting to order at 5:02 pm.

2. Pledge of Allegiance and Recognition of Nebraska Open Meetings Act

Board President Davis led in the Pledge of Allegiance and then recognized a current copy of the Nebraska Open Meetings Act posted in the room.

3. Centura Mission Statement: Centura and its collaborative partners are an innovative community empowering all students to be successful today and in the future.

4. Centura Vision Statement: A community about students, excellence and innovation

5. Roll call - excuse/not excuse board members who are absent

6. Recognition of visitors and public comment per Centura Public Schools Policy No. 2004-12

No patrons present address the school board.

7. Special Meeting/Discussion items

7.1. Review and discussion of applications for the superintendent position

Motion to enter into a closed session to protect the needless injury to the reputation of the applicants at 5:10 pm. Passed with a motion by Sandra Davis and a second by Teresa Grabowski.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd Nitsch: Yea, Brooke Schmitt: Yea

Yea: 6, Nay: 0

Motion to return to open session at 6:30 pm. Passed with a motion by Todd Nitsch and a second by Mark Johnson.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd Nitsch: Yea, Brooke Schmitt: Yea

Yea: 6, Nay: 0

7.2. Select candidates to interview

8. Adjournment

Motion to adjourn the special meeting at 7:38 pm. Passed with a motion by Teresa Grabowski and a second by Todd Nitsch.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd

Nitsch: Yea, Brooke Schmitt: Yea
Yea: 6, Nay: 0

**Centura School Board Special Meeting Minutes
District #47-0100 – Howard County Nebraska
Monday, January 27, 2025 3:00 PM
Centura High School; Cairo, NE**

Attendance Taken at 3:30 PM. Present: Sandra Davis, Brooke Fries, Teresa Grabowski, Mark Johnson, Todd Nitsch, Brooke Schmitt.

1. Call the meeting to order

According to law, notice of the meeting was given in advance by proper publication, a designated method for giving notice to the School District, and a copy of the proof of publications attached to these minutes. Notice of this meeting was given in advance to all members of the Board of Education, and it was taken while the convened meeting was open to the attendance of the public. President Davis called the meeting to order at 3:30 pm.

2. Pledge of Allegiance and Recognition of Nebraska Open Meetings Act

3. Centura Mission Statement: Centura and its collaborative partners are an innovative community empowering all students to be successful today and in the future.

4. Centura Vision Statement: A community about students, excellence and innovation

5. Roll call - excuse/not excuse board members who are absent

6. Recognition of visitors and public comment per Centura Public Schools Policy No. 2004-12

7. Special Meeting/Discussion items

7.1. Superintendent interviews

Dr. Kaela Heneger interviewed with the Board from 3:51 pm to 5:15 pm.

7.2. Discussion of interview candidates

Rex Pfeil from NASB joined the board to discuss the interview of the Superintendent candidate. Rex led the board in a discussion of the positive comments about the candidate from each interview group.

7.3. Review of stakeholder feedback

7.4. Closed session to prevent the needless injury to the reputation of individuals and for negotiations discussion as it relates to the superintendent position

Motion to enter closed session to protect the needless injury to the candidate's reputation for negotiations discussion regarding the superintendent position at 5:39 pm. Passed with a motion by Teresa Grabowski and a second by Todd Nitsch.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd Nitsch: Yea, Brooke Schmitt: Yea

Yea: 6, Nay: 0

Motion to return to open session at 6:55 pm. Passed with a motion by Teresa Grabowski and a second by Brooke Schmitt.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd

Nitsch: Yea, Brooke Schmitt: Yea
Yea: 6, Nay: 0

7.5. Discuss and take any necessary action to approve negotiations with a superintendent candidate

Motion to authorize Board President Davis to negotiate with Candidate A to serve as Superintendent of Schools at 6:56 pm. Passed with a motion by Teresa Grabowski and a second by Brooke Fries.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd Nitsch: Yea, Brooke Schmitt: Yea
Yea: 6, Nay: 0

7.6. Discuss, consider, and potentially approve allowing the Board President to negotiate with a second candidate if it is necessary

8. Adjournment

Motion to adjourn special meeting at 7:03 pm. Passed with a motion by Brooke Fries and a second by Mark Johnson.

Sandra Davis: Yea, Brooke Fries: Yea, Teresa Grabowski: Yea, Mark Johnson: Yea, Todd Nitsch: Yea, Brooke Schmitt: Yea
Yea: 6, Nay: 0

Vendor Name	Invoice Number	Description	Amount
Checking Account ID	Fund Number	General Fund	
AKRS Equipment	01 4070746	Service 2019 John Deere	442.87
Total AKRS Equipment			442.87
Amazon Capital Services	113C-TTTW-F6G9	Voigt- Class Supplies	78.90
Amazon Capital Services	13JW-LNJ3-DTJ7	Water Pipe Freeze Protection	18.99
Amazon Capital Services	13WX-VYVX-6NDK	Voigt - Class Supplies	88.98
Amazon Capital Services	17NG-HWQY-3QM3	Custodial Supplies	47.40
Amazon Capital Services	1DXH-LKFX-J3PW	Waste Water Plant	82.98
Amazon Capital Services	1FTK-MPGW-6TLW	High School Supplies	76.38
Amazon Capital Services	1HV3-M6GY-GNXL	EL Music	36.99
Amazon Capital Services	1LV6-P4F4-J6FQ	Outdoor Mat	36.99
Amazon Capital Services	1N4W-QVTD-6NQT	LED Lights for Wood Shop	385.82
Amazon Capital Services	1QRH-FJCR-9XD3	Voigt - Class Supplies	18.87
Amazon Capital Services	1VL4-43C1-FD63	HS Supplies - Supply Closet	154.01
Amazon Capital Services	1VWD-1FFM-GPMW	HVAC Pipe	84.43
Amazon Capital Services	1WRY-7WT4-3MFG	Chair adaptations that allow slight moveme	83.97
Amazon Capital Services	1X69-H9FM-3WLC	Voigt - Class Supplies	46.99
Total Amazon Capital Services			1,241.70
Amplify Education, Inc.	INV-138582	MClass Intervention for sped	5,965.00
Amplify Education, Inc.	INV-149785	Prek Curriculum for CKLA	1,704.24
Amplify Education, Inc.	INV-179332	mCLASS Dibels K-5 Universal Screener	5,965.00
Amplify Education, Inc.	INV-180175	CKLA materials for grades 3-5	713.66
Amplify Education, Inc.	INV-261789	Amplify CKLA Cursive Activity Book	1,512.00
Amplify Education, Inc.	INV-261849	mCLASS DIBELS 8th ed (1 year)	2,025.00
Total Amplify Education, Inc.			17,884.90
AS Central Services	1462334-0001	Distance Education Services	292.87
Total AS Central Services			292.87
Aurora Coop	6617506	Diesel	2,112.50
Aurora Coop	6640674	Diesel	1,980.00
Total Aurora Coop			4,092.50
Black Hills Energy	January 20-0002	Natural Gas	10,635.97
Total Black Hills Energy			10,635.97
Blacktop Chiropractic	112	T. Lowe Physical	65.00
Total Blacktop Chiropractic			65.00
Blick Art Materials	4650033	Art Supplies	30.87
Total Blick Art Materials			30.87
Bomgaars	43108159	Voigt - Class Supplies	9.69
Total Bomgaars			9.69
Boys Town	CINV-00012-0001	SPED Tuition Boys Town- January 2025	5,200.00
Total Boys Town			5,200.00
Central Nebraska Community Action Partnership, Inc	2nd Qrt 2024	Pre-k Headstart Services - 2nd Quarter	2,013.37
Total Central Nebraska Community Action Partnership, Inc			2,013.37
Centurylink	January 2025	Communications	73.57

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User ID: TOMJSTEP

Vendor Name	Invoice Number	Description	Amount
Total Centurylink			<u>73.57</u>
Column Software PBC	6409CE87-0022	BOE Notice	123.60
Column Software PBC	6409CE87-0023	BOE Notice	6.00
Column Software PBC	6409CE87-0024	BOE Notice	40.80
Column Software PBC	6409CE87-0025	BOE Notice	50.40
Column Software PBC	6409CE87-0026	BOE Notice	6.00
Column Software PBC	6409CE87-0027	BOE Meeting Notice	6.00
Total Column Software PBC			<u>232.80</u>
DELL MARKETING	10797848447	Replacement server	5,200.00
Total DELL MARKETING			<u>5,200.00</u>
Eakes Office Solutions	9069884-0	Maintenance Soap	463.50
Eakes Office Solutions	INV616969	Service - Copiers/Printers	37.99
Eakes Office Solutions	INV619398	Service - Copiers/Printers	1,494.65
Eakes Office Solutions	INV620690	Service - Copiers/Printers	57.23
Eakes Office Solutions	INV620691	Service - Copiers/Printers	96.06
Eakes Office Solutions	INV624041	Maintenance Supplies	70.60
Total Eakes Office Solutions			<u>2,220.03</u>
Ecolab	7375752-0001	Service-Pest Control	121.02
Total Ecolab			<u>121.02</u>
ESU #10	25732	Laserfiche	602.31
ESU #10	25809-1	New Teacher Academy	80.00
ESU #10	January 20-0001	ESU10 SPED Services	5,341.18
ESU #10	TIP Workday	TIP Workday - SPED Staff	60.00
ESU #10	TIP Workday -2	TIP Workday	20.00
Total ESU #10			<u>6,103.49</u>
GO Physical Therapy	February 2-0001	SPED OT/PT/SLP Services	7,367.35
Total GO Physical Therapy			<u>7,367.35</u>
Gustave A. Larson Company	5741333	Maintenance Supplies	14.99
Gustave A. Larson Company	5778800	Maintenance Supplies	175.50
Gustave A. Larson Company	5778809	Maintenance Supplies	98.40
Total Gustave A. Larson Company			<u>288.89</u>
Hamilton Information Systems	157733	Door Access Project	80,346.08
Total Hamilton Information Systems			<u>80,346.08</u>
Hamilton	11017087	Communication	25.08
Total Hamilton			<u>25.08</u>
Heartland Disposal	230658-0001	Service-garbage disposal	752.23
Total Heartland Disposal			<u>752.23</u>
Howard Greely RPPD	January 20-0002	Service-electricity	5,747.25
Total Howard Greely RPPD			<u>5,747.25</u>
J&D Automotive	231136	Waste Water Plant	59.98
J&D Automotive	231137	Belt for Bus	79.99
Total J&D Automotive			<u>139.97</u>

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User ID: TOMJSTEP

Vendor Name	Invoice Number	Description	Amount
Jackson Services, Inc.	5475869-0001	Rug Service	262.05
Total Jackson Services, Inc.			262.05
JOHN DEERE FINANCIAL	1-135109824913	Service - Hot Water Pump	577.80
Total JOHN DEERE FINANCIAL			577.80
Johnny's Lock & Key Shop	91696	Duplicate Keys	93.00
Total Johnny's Lock & Key Shop			93.00
Johnson Controls, Inc.	1-134450122833	Training on Metasys	2,682.44
Johnson Controls, Inc.	1-135128601808	Boilers Shut Down	5,932.25
Johnson Controls, Inc.	1-135158074088	Air Dryer Repair	224.85
Total Johnson Controls, Inc.			8,839.54
Jordan, Kelley	GasReimburse	Gas Reimbursement	41.39
Total Jordan, Kelley			41.39
JW Pepper & Sons	367137297	Wicked Music	61.00
Total JW Pepper & Sons			61.00
Kelly Supply Company	S1423277-0	Maintenance Supplies	85.30
Kelly Supply Company	S1423606-0	Maintenance Supplies	11.75
Total Kelly Supply Company			97.05
KSB School Law	18101-0001	Legal Services	663.50
Total KSB School Law			663.50
Matheson Tri-Gas	0030734965	Drum Sander	720.00
Matheson Tri-Gas	0030972761	Voigt Class Supply	105.77
Matheson Tri-Gas	0030974584	Voigt Class Supply	280.00
Total Matheson Tri-Gas			1,105.77
Menards	97989	Diesel Fuel Supplement	93.62
Menards	98301	Nott - Class Supplies	49.16
Menards	98307	Voigt - Class Supplies	184.97
Menards	98432	Diesel Fuel Supplies	119.90
Menards	98759	Nott - Class Supplies	59.65
Menards	99075	Maintenance Supplies	59.10
Menards	99105	Bus Supplies	47.96
Total Menards			614.36
NE ASSOC OF SCHOOL BOARDS	2025-2026 Dues	2025-2026 NASB Annual Membership Dues	4,661.00
NE ASSOC OF SCHOOL BOARDS	N-52574	New Board Member Workshop	150.00
Total NE ASSOC OF SCHOOL BOARDS			4,811.00
OneSource	2022172084	Background Checks	67.00
Total OneSource			67.00
Opaa! Food Mgt. of NE, LLC	NE00062351	Superintendent Interviews	115.00
Total Opaa! Food Mgt. of NE, LLC			115.00

Vendor Name	Invoice Number	Description	Amount
Pathway Insurance	January 20-0002	Property Insurance/Work Comp	11,996.82
Total Pathway Insurance			<u>11,996.82</u>
PEARSON, INC.	27215571	Testing Material	31.62
Total PEARSON, INC.			<u>31.62</u>
Platte Valley Communications	012500116	Service on Radios	75.08
Platte Valley Communications	012825016-0001	Service-Bus repeater	30.00
Total Platte Valley Communications			<u>105.08</u>
Prairie Hills Wireless LLC	Centura - -0004	Backup Internet	49.95
Total Prairie Hills Wireless LLC			<u>49.95</u>
Protex Central, Inc.	158374	Annual Inspection	737.00
Total Protex Central, Inc.			<u>737.00</u>
Quadient Leasing	Q1697318	Postage Machine Lease	323.73
Total Quadient Leasing			<u>323.73</u>
Rack Performance, Inc	6578	RackCoach Invoice	1,000.00
Total Rack Performance, Inc			<u>1,000.00</u>
Robinson, Bev	January 20-0002	SPED Transportation Mileage Reimbursemen	1,124.20
Total Robinson, Bev			<u>1,124.20</u>
Robinson, Lanny	January 20-0002	SPED Transportation Mileage Reimburse	2,032.10
Total Robinson, Lanny			<u>2,032.10</u>
Servi-Tech, Inc.	H-992135	Waste Water Plant Samples	126.00
Servi-Tech, Inc.	H-992139	Waste Water Plant Sampler Rental	200.00
Total Servi-Tech, Inc.			<u>326.00</u>
STRETCH POWERSPORTS LLC	9068	Service on Kawasaki Mule	736.00
Total STRETCH POWERSPORTS LLC			<u>736.00</u>
TRI-CITY SIGN CO	45288	Service Pole Sign	1,034.92
Total TRI-CITY SIGN CO			<u>1,034.92</u>
University of Nebraska Lincoln	Luka 2025	ASD Network Conference	250.00
Total University of Nebraska Lincoln			<u>250.00</u>
US Bank	1.3Plank Road	EL Music	57.95
US Bank	1.7 Drain Cleaner	Drain - HS Bathroom	310.00
US Bank	Central CC.1	Grimes College Class - Reimb by Student	150.00
US Bank	Central CC.2	Lowe College Class -	150.00
US Bank	ESI 1.3	January ESI Telephone Charge	1,162.55
US Bank	January Menards	Maintenance Supplies	259.99
US Bank	Sams 1.3	Second Semester Welcome Back	229.02
US Bank	Sams 1.8	HS Supplies	59.96
Total US Bank			<u>2,379.47</u>
Village of Cairo	January 20-0003	Service-water	251.52

Board Report - Board

Vendor Name	Invoice Number	Description	Amount
Total Village of Cairo			<u>251.52</u>
Wal-Mart	Walmart 01.19.25	Nott - Class Supplies	<u>29.63</u>
Total Wal-Mart			29.63
Wex Bank	102576156-0001	Monthly Transportation Fuel	<u>798.26</u>
Total Wex Bank			798.26
Fund Number 01			<u>191,082.26</u>
Checking Account ID 1			<u>191,082.26</u>

Standard Limited Warranty North America (USA and Canada)

This warranty is applicable to Blue Bird bus products T3FE, T3RE and BBCV built specifically for and operated in the United States of America, Canada, Puerto Rico, U.S. Virgin Islands, Guam, and American Samoa.

Blue Bird Body Company (Blue Bird) warrants each bus to be free from defects in material and workmanship under normal use and service within the specified limits below. The warranty period begins either on the **Delivery Date** of the bus to the original user or on the **Manufacture Date** of the bus, as specified below. Blue Bird's obligation is limited to the repair or replacement of such parts as shall, under normal use and service, appear to be defective in workmanship or material.

- For ten years from **Delivery Date**:
 - Front steer axle, including kingpin assembly, steering arm assembly, and upper and lower steering knuckle assembly, excluding kingpin bushings, kingpin wear, thrust bearings, tie rods and tie rod ends, brakes, and axle end components.
 - For five years from **Delivery Date**:
 - Paint adhesion, interior and exterior body shell (components forming side walls, roof, front and rear sections), doors (entrance, exit, emergency, compartments), BBCV hoods, and front and rear bumpers.
 - Blue Bird radio, speakers and microphone.
 - For five years from **Delivery Date**, or 100,000 miles (160,000 km), whichever occurs first:
 - Chassis frame rails and cross-members, structural integrity (breaking or cracking).
 - Body shell (metal components welded or riveted together to form floor, side walls, roof, front and rear sections), structural integrity (breaking or cracking).
 - School bus seat frames and barrier frames, structural integrity (breaking or cracking).
 - Blue Bird emissions components comply with U.S. federal emissions regulations effective at the Manufacture Date and free of defects in material or workmanship which would cause them not to meet U.S. federal emissions regulations. Refer to the engine manufacturer's limited warranty statement for emissions warranty coverage by the engine manufacturer.
 - If electric powertrain: the electric drivetrain, rear axle, and electric emission system components including the batteries. Batteries are warranted against battery degradation below 80 percent of capacity.
 - Multiplex Modules: Body Control Module (BCM) & Chassis Control Module (CCM).
 - For four years from **Delivery Date**, or 50,000 miles (80,000 km), whichever occurs first:
 - Rear axle assembly and differential, excluding brakes and axle end components.
- For three years from **Delivery Date**:
 - Antilock Braking System (ABS), excluding environmental wear and deterioration
 - Blue Bird Air™ integrated air conditioner
 - For two years from **Delivery Date**:
 - School bus passenger and driver windows, excluding transit-style windows
 - Dash gauges and instrument cluster
 - Alternator(s)
 - For two years from **Manufacture Date**:
 - Paint gloss. Gloss reading shall not drop below 60 on 60° meter (70% of initial gloss).
 - Paint color retention. Color coat shall not shift colors more than 4ΔE from the centroid of the national standard.
 - For two years from **Delivery Date**, or 24,000 miles (40,000 km), whichever occurs first:
 - Suspension, excluding pins and bushings.
 - Driveshafts, support bearings, and universal joints.
 - Hydraulic steering gears and steering pumps.
 - Radiators (BBCV and T3FE).
 - Tires (excluding wear) comply with U.S. federal emissions regulations effective at the Manufacture Date and free of defects in material or workmanship which would cause them not to meet U.S. federal emissions regulations. Refer to the tire manufacturer's limited warranty statement for warranty coverage by the tire manufacturer, which may exceed the minimum U.S. federal emissions regulations.
 - For one year from **Delivery Date**, or 12,000 miles (20,000 km), whichever occurs first:
 - All other components not specified above, excluding engines, propane fuel systems, automatic transmissions, wheelchair lifts, non-Blue Bird air conditioners, and batteries. The warranties of the excluded components are the responsibility of the respective manufacturers, and are not a part of Blue Bird's limited warranty.

Your Blue Bird Dealer will register the bus with Blue Bird and can assist with registering components that are warranted by the component manufacturers. During the warranty period, this warranty is transferable to subsequent Owners-Operator in the U.S.A. or Canada.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AND ALL OTHER OBLIGATIONS OR LIABILITIES. NO PERSON, INCLUDING SALESPERSONS, DEALERS, OR FACTORY REPRESENTATIVES OF BLUE BIRD, IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING BLUE BIRD PRODUCTS EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY. BLUE BIRD MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BLUE BIRD SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Obtaining Warranty Service

Contact your Blue Bird Dealer immediately upon discovery of a defect and within the warranty period. Your Blue Bird Dealer will help arrange for repairs by the Dealer or another qualified repair facility. Defects must be repaired immediately upon discovery and within the warranty period.

It is the responsibility of the Owner-Operator to return the bus to the Blue Bird Dealer, or a qualified repair facility authorized by the Blue Bird Dealer. The Owner-Operator is responsible for operating and maintaining the bus as described in the Driver Handbook and Service Manual. The Owner-Operator shall retain all maintenance records, and present them to the Blue Bird Dealer or the component manufacturer, if requested.

If the defective component is warranted by Blue Bird and the repair is performed by the Blue Bird Dealer, the Blue Bird Dealer will prepare and submit a warranty claim to Blue Bird.

If the defective component is warranted by Blue Bird and the repair is performed by the Owner-Operator or another qualified repair facility, detailed labor and parts invoices must be sent to the Blue Bird Dealer not later than 30 days after the repair date. The Blue Bird Dealer will prepare and submit a warranty claim to Blue Bird.

If the defective component is warranted by the component manufacturer and the repair is performed by the component manufacturer's authorized repair facility, the repair facility will prepare and submit a warranty claim to the component manufacturer.

Warranty Coverage At A Glance

ADMINISTERED BY BLUE BIRD*	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	10 YEARS
Front Steer Axle Assembly						Unlimited
Paint Adhesion - Interior Body					Unlimited	
Paint Adhesion - Exterior Body					Unlimited	
Paint Adhesion - BBCV Hood					Unlimited	
Paint Adhesion - Front/Rear Bumpers					Unlimited	
Structural Integrity - Chassis Frame Rails					100,000 mi 160,000 km	
Structural Integrity - Chassis Crossmembers					100,000 mi 160,000 km	
Structural Integrity - Body Shell					100,000 mi 160,000 km	
Structural Integrity - Seat Frames					100,000 mi 160,000 km	
Structural Integrity - Barrier Frames					100,000 mi 160,000 km	
Blue Bird Emissions Components					100,000 mi 160,000 km	
BCM-Body Control Module/CCM-Chassis Control Module					100,000 mi 160,000 km	
Electric Powertrain					100,000 mi 160,000 km	
Blue Bird Radio, Speakers & Microphones					Unlimited	
Rear Axle Assembly				50,000 mi 80,000 km		
Blue Bird Comfort Aire® Air Conditioner			36,000 mi 60,000 km			
ABS - Anti-Lock Brake System Components			Unlimited			
Driver & Passenger School Bus Windows			Unlimited			
Paint-Gloss Retention			Manufacturer's Date			
Paint - Color Retention			Manufacturer's Date			
Suspension			24,000 mi 40,000 km			
Driveshafts, Support Bearings & U-Joints			24,000 mi 40,000 km			
Hydraulic Steering Gears & Steering Pumps			24,000 mi 40,000 km			
Radiator-FE & BBCV			24,000 mi 40,000 km			
Dash Gauges/Instrument Cluster			Unlimited			
Alternators			Unlimited			
Base Body		12,000 mi 20,000 km				
Base Chassis		12,000 mi 20,000 km				

* THIS CHART IS FOR REFERENCE ONLY. IT DOES NOT REPLACE THE LIMITED WARRANTY STATEMENT. REFER TO BLUE BIRD LIMITED WARRANTY FOR DETAILS OF COVERAGE, EXCLUSIONS, AND LIMITATIONS.



BLUE BIRD®

ADMINISTERED BY COMPONENT MANUFACTURER**	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
Cummins Engine					100,000 mi
Ford Engine					Unlimited
Ford Transmission					Unlimited
Allison Transmission					Unlimited
Eaton Transmission					Unlimited
Roush Propane Fuel System					Unlimited
Tires, Conform with U.S. Emissions regulations		24,000 mi			
Batteries	Unlimited				

** THIS CHART IS FOR REFERENCE ONLY. IT DOES NOT REPLACE THE MANUFACTURERS' LIMITED WARRANTY STATEMENTS. REFER TO COMPONENT MANUFACTURERS' LIMITED WARRANTIES FOR DETAILS OF COVERAGE, EXCLUSIONS AND LIMITATIONS. THE WARRANTIES OF THE COMPONENT MANUFACTURERS ARE NOT A PART OF BLUE BIRD'S LIMITED WARRANTY.

Limitations and Exclusions

In addition to the limitations described on the previous pages, items specifically not covered include, but are not limited to:

- Engines, automatic transmissions, wheelchair lifts, air conditioners (other than Blue Bird Air™ system), tires, and batteries. The limited warranties for these components are provided solely by and are the responsibility of the component manufacturers and are not a part of Blue Bird's limited warranty.
- Loss of use and incidental consequential expenses, including but not limited to commercial loss, loss of commercial fares, driver time or pay, lease or rental of substitute vehicle, storage, lodging, meals, telephone calls, and other travel costs.
- Any parts or components which must be repaired, replaced, or adjusted during the warranty period due to **wear, wear-out, or consumption**, including but not limited to brake pads and linings, drums and rotors, wiper blades, light bulbs, filters, lubricants, fluids, belts, bearings other than those specifically covered by the limited warranty, suspension pins and bushings, batteries, worn seat covers, worn steptreads and floor covering, worn door and window seals, discharged fire extinguishers, damaged (scratched, cracked) gauge and light lenses, and tires. Wear not only includes friction-type wear but can also include environmental deterioration including but not limited to surface corrosion on exhaust pipes or clamps and brake drums or rotors, as well as fading, cracking, or discoloration of seat covers caused by U.V.
- Maintenance including but not limited to tightening loose fasteners, axle and wheel alignments, wheel-balancing, tightening body tie-downs, door adjustments, tightening hose clamps, and sealing or caulking windows, doors, roof hatches, and lights.
- Any parts or components which must be repaired, replaced or adjusted during the warranty period as a result of **accident damage, abnormal operation, misuse, or abuse**, including but not limited to excessive operation on unpaved or unmaintained roads, operation on cross-country trails or off-road conditions, collision, fire, vandalism, explosion, objects striking the vehicle, theft, freezing, riot, or flood.
- Paint adhesion, gloss, or color failures resulting from accidents or abrasions, road chemicals, caustic detergents or cleaners, or improper maintenance. Paint adhesion failures, whether warrantable defects or non-warrantable events, which are not repaired immediately upon discovery of the failure, may deteriorate the finish or panels underneath. Surface corrosion or other progressive deterioration resulting from failure to paint adhesion failures immediately is not covered by this warranty. Contact your Blue Bird Dealer before making any repairs to the paint finish.
- Paint gloss and color failures without evidence of proper care and maintenance, as recommended in the Driver Handbook, or repairs to correct paint gloss or color failures without preapproval by Blue Bird. Contact your Blue Bird Dealer before making any repairs to the paint finish.
- Vehicle modifications or equipment installations performed without the written approval of Blue Bird. To the extent the modifications or equipment installations adversely affect other vehicle components or performance, Blue Bird shall not accept any product liability or claims under the terms of the limited warranty. These claims become the sole responsibility of the company performing the modifications or installations.
- Transportation expenses to deliver the bus to a Blue Bird Dealer or nearest qualified repair facility, including but not limited to, fuel, driver time or pay, mileage and towing.
- Repairs to parts or components which have been previously replaced with parts not obtained from Blue Bird or failures caused by non-Blue Bird parts or components. Rework of repairs not performed by or approved by a Blue Bird Dealer.
- Excessive labor hours, premium labor costs, overtime labor costs, or local taxes. This limited warranty covers reasonable labor to perform replacement or repair.
- Defects not reported to a Blue Bird Dealer and repaired during the warranty period. Repairs are to be made immediately upon discovery of the defect.
- Damage caused by using improper or contaminated fluids, including but not limited to fuels, lubricants, and coolants. Damage caused by using fluids which do not meet Blue Bird's or the Manufacturers' minimum recommendations. Damage caused by the lack of fluids or improper fluid maintenance.
- Using non-Blue Bird service parts. Usage of non-Blue Bird parts will affect future warranty coverage.
- Overloading beyond the normal seated and standee capacity voids all warranties.

Blue Bird reserves the right to make changes in design and changes or improvements upon its products without imposing any obligations upon itself to install the same upon products theretofore manufactured. Any suit alleging a breach of this limited warranty or of any other alleged warranty, including any claim for rescission or revocation of acceptance, must be filed within one year of breach.

Controlling Law and Severability

This limited warranty shall be governed by and construed in accordance with the laws of the State of Georgia, U.S.A. The Owner-Operator agrees and consents to the exclusive jurisdiction of the courts of the State of Georgia for all purposes regarding this limited warranty and further agrees and consents that venue of any action involving this limited warranty or any other alleged warranty, including any claim for rescission or revocation of

acceptance, shall be exclusively in Peach County, Georgia. Owner-Operator hereby submits to personal jurisdiction in Peach County, Georgia and waives any objection or argument related to venue, personal jurisdiction, forum non-convenience, or transfer. If any portion hereof is found to be void or unenforceable, the remaining provisions of the limited warranty shall remain in full force and effect.



BLUE BIRD®

Standard Limited Warranty

North America (USA and Canada)

PROPOSAL

2026 Blue Bird Vision
71 Passengers

School Bus Diesel

Created for: Centura Public Schools
Estimated Delivery 8 to 10 months.



Quote ID # 238621



2026 **Blue Bird Vision**
71 PASSENGERS



**Safe-Durable-Quality
Construction**

Chassis

- Bright Yellow Exterior
- Silver Grill and Black Bumpers
- Dual Rear Wheels
- 273 in. Wheelbase
- Cummings B 6.7 220HP @ 600LB
- 750 W Engine Block Heater
- Transmission Oil Cooler
- 280 Amp Alternator
- Soft-Tek Rear Spring Susp
- Soft-Tek Front Spring Susp
- Real Axle Ratio- 5.29
- Driver's Seat- Air, HTD, Arm Rests, Lumbar, Cushioned
- Electronic Allison 5 Speed Transmission
- Air Brakes with ABS
- Electronic Stability Control
- Power Steering
- Cruise Control 75MPH
- Fuel Tank Capacity 60 Gal
- 50-State Emissions System
- Radio (AM-FM-PA)
- Steel Black Wheels
- Tires- Kumo 11R22.5
- Three Group 31 Batteries
- 3000 CCA on Batteries
- Tilt Steering Column
- Overall Length: 33' 03"



Purpose built Blue Bird OEM chassis.



Cummings B 6.7 220HP@600FTLB



Allison 5-Speed select shift transmission.

Blue Bird Body

- 77 In. Headroom
- 128 In. Exterior height
- 90.75 In. Interior width
- 96 In. Exterior width
- 27 In. Manual dual entry doors with clear 72" tall glass
- Stainless steel grab rail, LH side
- Step well lights
- Identification- Clearance and directional lights
- Exterior heated mirrors
- Black Color flooring
- Decals: Emergency exits
- Roof vents located front & rear.
- Tinted windows with 4 pushouts
- Body undercoating/Wax premium
- Dash area glove box
- 3m body reflectors
- Battery Disconnect
- Dual Cowl steps

A larger **More-View** glass minimizes the A-pillar blind spot while improving visibility of the loading area.



Combined exterior mirrors(convex & standard) (Optional Heated mirror W/ Timer) 7 X 10 in. / 7X 6 in. (black brackets)



Premium student seating with increased durability.



BLUE BIRD STANDARD FEATURES

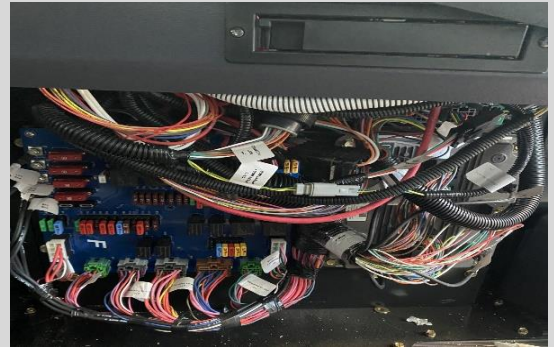
Standard Front & Rear Camera

Blue Bird provides a backup camera system as standard equipment on our Vision buses, which allows drivers the ability to see a live video feed while the bus is in park & reverse.



Body electrical control panel

- The body electrical control panel is located underneath the center of the dash.
- Every circuit is protected by ATO® typefuses; 80-amp relay.
- Electrical diagram supplied at delivery.



Bumper/Headlights

- The Vision's front bumper is the largest in the school bus industry. At 15" tall on both corners and 25% larger than the other school bus makes, it provides added protection and safety.

- Headlights with integrated turn signals and clear lens technology make regular maintenance and beam alignment easier than ever.



Emergency package (FEDERAL SPECS) includes:

- Triangles (3)
- Body Fluid Kit
- First Aid Kit
- Fire Extinguisher, 5lb.



Blue Bird Optional Features

- Heated Remote-Controlled Mirror, w/ 15-minute Timer.
- Allison Automatic 5 Speed Transmission
- Cummings B 6.7 220HP @ 600LBFT Torque
- Driver's Seat, Air-Ride, Heated, Cushioned
- Auxiliary Fan, Upper Right
- Auxiliary Fan, Upper Left
- Electronic Stability Control
- Dual 50K Heaters, Stepwell 50K, 12K Drivers
- Dual Underbody Storage, No Slam Doors
- Fender Flares
- Front & Rear View Camera
- Acoustic Headlining 1st Section
- Parcel Racking
- Exterior LED Lighting
- Sun Visors for Driver
- Driver Cup Holder



2026 Blue Bird Vision

71 PASSENGERS

CHECK HERE FOR LEASE

BODY, OPTIONS AND CHASSIS \$141,720.00 AC Included

YOUR NET PURCHASE PRICE \$ 141,720. - pricing valid for 24 days

PREPAYMENT OPTIONS:

100%: \$ _____ Prepayment Discount, Deduct..... < \$ 1900.00 >

Please check the box & sign here if you would like to take advantage of our pre-pay discount.

Sign Here: _____

OPTIONAL EQUIPMENT:

1.	5 Year Cummings Engine Warranty	Included	
2.	5 Year Allison Transmission Warranty	Included	
3.	Exterior LED Lighting	Included	
4.	Heated/Remote Mirrors Cross View Eye Max	Included	
5.	Alcoa Aluminum Wheels Qty 6	Add	2650.00
6.	Valeo High Efficiency A/C, Dual Condensers w/ Front & Rear Inwall Vents. Dual Compressors Located on the Rooftop.	Included	

ACCEPTANCE FOR (School or Organization):

SIGNATURE:

PRINTED:

TITLE:

DATE:

By: Jamie Egger

Date: 2/07/2025

ESTIMATED COMPLETION DATE: 8 to 10 Months

ADD 30 EXTRA DAYS FOR AIR CONDITIONING

ALL RESPONSIBILITIES OF OWNERSHIP AND LIABILITY ARE TRANSFERRED TO CUSTOMER AT DELIVERY ~ TERMS: NET CASH ON DELIVERY

PROPOSAL

2026 Blue Bird Vision
71 Passengers

School Bus Gasoline

Created for: Centura Public Schools
Estimated Delivery 4 to 6 months.



Quote ID # 238692



2026 **Blue Bird Vision**
71 PASSENGERS



**Safe-Durable-Quality
Construction**

Chassis

- Bright Yellow Exterior
- Silver Grill and Black Bumpers
- Dual Rear Wheels
- 273 in. Wheelbase
- Ford 7.3 Liter Gasoline Engine
- Roush Clean Energy
- Transmission Oil Cooler
- 280 Amp Alternator
- Soft-Tek Rear Spring Susp
- Soft-Tek Front Spring Susp
- Real Axle Ratio- 5.29
- Driver's Seat- Air, HTD, Arm Rests, Lumbar, Cushioned
- Ford Allison 6 Speed Transmission
- Air Brakes with ABS
- Electronic Stability Control
- Power Steering
- Cruise Control 75MPH
- Fuel Tank Capacity 60 Gal
- 50-State Emissions System
- Radio (AM-FM-PA)
- Steel Black Wheels
- Tires- Kumo 11R22.5
- Three Group 31 Batteries
- 3000 CCA on Batteries
- Tilt Steering Column
- Overall Length: 33' 03"



Purpose built Blue Bird OEM chassis.



Ford 7.3 Liter Roush Clean Energy Engine



Ford 6-Speed select shift transmission.

Blue Bird Body

- 77 In. Headroom
- 128 In. Exterior height
- 90.75 In. Interior width
- 96 In. Exterior width
- 27 In. Manual dual entry doors with clear 72" tall glass
- Stainless steel grab rail, LH side
- Step well lights
- Identification- Clearance and directional lights
- Exterior heated mirrors
- Black Color flooring
- Decals: Emergency exits
- Roof vents located front & rear.
- Tinted windows with 4 pushouts
- Body undercoating/Wax premium
- Dash area glove box
- 3m body reflectors
- Battery Disconnect
- Dual Cowl steps



*A larger **More-View** glass minimizes the A-pillar blind spot while improving visibility of the loading area.*



Combined exterior mirrors(convex & standard) (Optional Heated mirror W/ Timer) 7 X 10 in. / 7X 6 in. (black brackets)



Premium student seating with increased durability.



BLUE BIRD STANDARD FEATURES

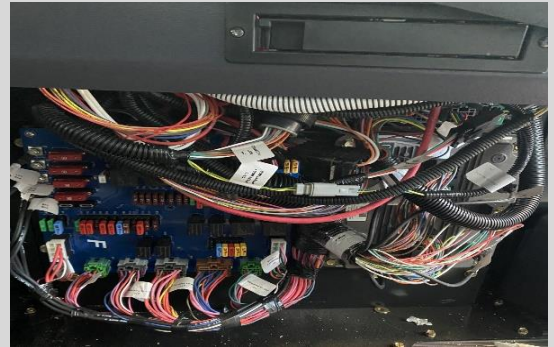
Standard Front & Rear Camera

Blue Bird provides a backup camera system as standard equipment on our Vision buses, which allows drivers the ability to see a live video feed while the bus is in park & reverse.



Body electrical control panel

- The body electrical control panel is located underneath the center of the dash.
- Every circuit is protected by ATO® typefuses; 80-amp relay.
- Electrical diagram supplied at delivery.



Bumper/Headlights

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- First Aid Kit
- Fire Extinguisher, 5lb.



Blue Bird Optional Features

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- Ford Automatic 6 Speed Transmission
- Ford 7.3L 355HP @ 520LBFT Torque
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- Auxiliary Fan, Upper Right
- Auxiliary Fan, Upper Left
- Electronic Stability Control
- Dual 50K Heaters, Stepwell 50K, 12K Drivers
- Dual Underbody Storage, No Slam Doors
- Fender Flares
- Front & Rear View Camera
- Acoustic Headlining 1st Section
- Parcel Racking
- Exterior LED Lighting
- Sun Visors for Driver
- Driver Cup Holder



2026 Blue Bird Vision

71 PASSENGERS

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YOUR NET PURCHASE PRICE \$ 141,320 - pricing valid for 24 days

PREPAYMENT OPTIONS:

100%: \$ _____ Prepayment Discount, Deduct..... < \$ 1900.00 >

Please check the box & sign here if you would like to take advantage of our pre-pay discount.

Sign Here: _____

OPTIONAL EQUIPMENT:

1.	5 Year Ford Engine Warranty	Included	
2.	5 Year Ford Transmission Warranty	Included	
3.	Exterior LED Lighting	Included	
4.	Heated/Remote Mirrors Cross View Eye Max	Included	
5.	Alcoa Aluminum Wheels Qty 6	Add	2650.00
6.	Valeo High Efficiency A/C, Dual Condensers w/ Front & Rear Inwall Vents. Dual Compressors Located on the Rooftop.	Included	

ACCEPTANCE FOR (School or Organization):

SIGNATURE:

PRINTED:

TITLE:

DATE:

By: Jamie Egger

Date: 02/07/2025

ESTIMATED COMPLETION DATE: 4 to 6 Months

ADD 30 EXTRA DAYS FOR AIR CONDITIONING

ALL RESPONSIBILITIES OF OWNERSHIP AND LIABILITY ARE
TRANSFERRED TO CUSTOMER AT DELIVERY ~ TERMS: NET
CASH ON DELIVERY

3000 Series Policies

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M E M O R A N D U M

We have attached the 3000 series policies that deal with Business Operations.

Policy 3001. Budgets. This policy deals specifically with creating budget and related requirements. It notes that the Superintendent is responsible for developing the budget.

Policy 3002. Deposits. This policy sets out general guidelines for how to handle money collected by the district. Note that the procedures outlined in this policy apply to anyone acting on behalf of the district, which includes employees, students and volunteers. Your board should determine the amount of cash that it is comfortable in keeping in the building overnight.

Policy 3003. Bidding for Construction, Remodeling, Repair, or Site Improvements. This policy sets out the process that the board will follow when it is going to solicit bids for construction and related projects.

The second section sets out the process that the District will follow when it is undertaking a construction project that has an anticipated cost of less than \$100,000. Under state law, school districts are only required to engage in the formal solicitation of bids when they are undertaking construction with a cost of more than \$100,000, but most districts want to follow some structured process for obtaining quotes or estimates before they begin smaller projects. This section also includes the ability for the district to use the ESUCC Coop for these non-bid projects.

The third section sets out the formal requirements of Nebraska's bidding statutes.

Policy 3003.1. Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds. This policy sets out the requirements that you must follow when you use federal funds for construction. Please note that this policy will apply to any construction financed with federal funds, regardless of how much the anticipated project

will cost. If the construction project has an anticipated cost of more than \$100,000, then you will have to comply with both policy 3003 and 3003.1.

Policy 3004. General Purchasing and Procurement. This policy sets out general guidelines for purchasing equipment and supplies which are not purchased with federal funds. Please review it carefully to be sure that it accurately describes your process in a general way. Note that there is a provision in this policy which states that use of statewide cooperative purchasing programs for school districts, such as ESUCC's Coop Purchasing, satisfies any requirement under this policy or state law to the extent such a bid or quote is not otherwise independently required by law.

The board must make a decision about two parts of the fourth section of this policy. You must tell staff how many days prior to a board meeting they have to submit receipts for reimbursement. You must also set the amount at which you will require staff to secure written quotes and/or estimates. Due to the way the federal regulations work, we strongly urge you to set that limit at **\$10,000**. As you will see, the EDGAR regulations have one set of rules for purchases under \$10,000, another set of rules for purchases between \$10,000 and \$250,000, and a third set of rules for purchase over \$250,000. We think it will be confusing for the district to adopt a fourth set of rules for purchases below \$10,000 but above some other limit set by the board. Having said all that, the board is certainly entitled to adopt a lower threshold than \$10,000 in this policy because it applies to purchases not made with federal funds.

Policy 3004.1: Fiscal Management for Purchasing and Procurement Using Federal Funds. This policy sets out all of the elements that are required by the Education Department General Administrative Regulations (EDGAR). These regulations apply to all federal grants that are made by the US Department of Education to local school districts directly and to all funds that pass from the federal government through state departments of education to local schools. That means you will need to follow this policy for purchases for your food program, special education, Title I and any other federal program. The first section recites that this policy will only apply to purchases made with federal dollars. This keeps your staff from having to jump through the hoops in this policy if they are spending state or local funds. All of your staff who work in areas where federal funds are spent (cooks, special ed and Title I paraeducators, etc.) should be trained on this policy.

Policy 3005. School Activities Fund. This policy governs school activity funds and it provides that funds remaining after graduation may be transferred to any district account. Notice that this policy attempts to address

the problem of unspent senior class funds by permitting the funds to be transferred at the board's discretion or kept in that class's fund. If your board follows a different practice, contact us or your regular school attorney to be sure that your practice is lawful.

Policy 3006. [Intentionally Left Blank]

Policy 3007. Review of Bills. This policy provides a good set of checks and balances which is always a subject of focus for the State Auditor.

Policy 3008. Grants, Gifts and Bequests. Although it is generally a good thing when people want to give the school district donations, boards need to have control over what is donated and how it is used. This policy allows the superintendent to accept the donation of personal items (like coats for a winter closet drive) and of cash donations up to a limit set by your board. All other donations must be approved by the board.

Policy 3009. Audits. This policy states that you will obtain an annual audit as required by law. It also states that the district does not use generally accepted accounting principles. Most schools do not have the staff or other resources to comply with GAAP and state statute specifically provides that schools do not have to follow GAAP. Nonetheless, the state auditor will frequently criticize schools for not following GAAP. This policy will help schools defend against that sort of criticism.

Policy 3010. Insurance. This policy addresses insurance as it relates to protecting the school district, the board as a corporate body, individual board members, appointed officers, employees, and volunteers from financial loss arising from any claim, demand, suit or judgment. The school district's insurance should be reviewed annually or as the need arises.

Policy 3011. Transportation. This policy addresses transportation. Please review it to make sure it is consistent with your transportation plan. If you have adopted a different plan, substitute yours for our form plan. If you would like us to review it, please e-mail it to us.

Policy 3012. School Meal Program. This policy addresses the provision of a meal program for students and the meal charge policy. The Meal Program section outlines the district's responsibilities to create a program, set costs, and/or contract with a private company to manage the program. It also states that the district will notify families of the costs and the procedure for signing up for free or reduced-price meals. The Meal Charge Policy outlines the district's duty under federal regulations to establish procedures and provide notice for how the school will handle student meals

when a student's meal account is delinquent. We have provided four options for boards to choose from.

Policy 3013. Emergency Closings. This policy on emergency closing states that school will be held on each day of the school calendar unless the superintendent determines that school should not be in session. Note that the policy uses the "impossible or impracticable" wording from the mandatory attendance statute, which should support the district if a parent ever claims bad weather as a defense to a truancy charge.

Policy 3014. Use of School Property. Over the last several years, schools and ESUs in Nebraska have seen an increase in the variety and frequency of groups wanting to utilize district facilities. Districts in Nebraska and throughout the country have been involved in significant litigation regarding facility use, and many others have been forced to resolve facility use questions with entities like the ACLU. In response, our policy takes a comprehensive look at these issues. We will highlight the main provisions for your board to focus on, below:

Accounting for "Regular Uses." Many districts permit patrons to use facilities such as the weight room and track on a regular basis. Some districts have designated hours, and others permit patrons to keep keys or fobs to access the facilities. Most districts use some sort of application and agreement for these uses separate from their general facility use application. The first section of the policy is an attempt to capture these regular, individual uses and permit them with only one application. We have also included an Application, Release, Waiver, and Agreement document. Rather than requiring patrons to apply for a facility use permission every time, we hope this one-time application process protects the district to the maximum extent possible and eases the administrative burden when patrons use the facilities regularly.

Prohibiting Commercial Use. This is a very tricky area for many districts. Most districts do not want to turn the school and school activities into shopping malls. However, most schools do want to permit booster clubs and student groups to raise funds which support school students and activities. From a purely legal perspective, the district is almost always better off prohibiting others from profiting by using district facilities. One recent example is an athletic trainer who wanted to host a workout class in the school weight room and charge money for patrons to attend. The trainer sought to take advantage of the facility being open to

community use and planned to use the district's equipment and facilities rent-free to host the class. As a result of requests like this, we have written the policy to prohibit commercial uses which result in personal financial gain. If your district has a practice of permitting commercial uses, such as fitness classes, for-profit craft fairs, and other such events, you should contact us directly to assist you in preparing a policy provision which best protects the district.

Redefined Groupings. The policy breaks out groups using facilities into four separate categories: curriculum-related student groups, extracurricular student groups, non-curriculum related student groups, and non-student groups. This grouping system closely tracks the Supreme Court cases and assists in drawing clearer lines for requirements of various groups depending upon their alignment with district curriculum and activity offerings. For example, the policy says that all student groups are given priority over other outside groups.

Charging Fees for Admission. The last section of the policy prohibits groups which use school facilities from charging admissions fees. This is a *major* question in many districts, and our provision may not be consistent with your district's practices and preferences for supporting your community groups. **Please read this section carefully and be sure to discuss it fully with your entire board.**

The Political Subdivision Tort Claims Act exempts schools from liability when their facilities are used for "recreational" purposes, but only if the group using facilities does not charge a fee to participate in or spectate the event. Likewise, if the district maintains control over the event/facilities, such as providing supervision or custodial services, the protection from liability may not apply.

These protections came about as a result of court cases where political subdivisions were sued because someone attending an event held in public facilities was injured. In one case, for example, a patron suffered an ankle injury stepping in an animal burrow on a courthouse lawn during a town celebration. The public policy behind these protections says that schools should be encouraged to permit others to use their facilities. As an incentive to permit the recreational use of district facilities, school districts should not be held liable for damages suffered

when patrons are participating or spectating "recreational" activities on school grounds. The definitions in the statutes are quite broad, providing protection to schools in many cases.

However, in order to maintain the protections of this law, schools cannot permit outside groups to charge a fee to attend the facility and cannot maintain control over the facility. If someone has to pay a fee to attend an activity, and if the district maintains control over the facility, then the patron(s) has a greater expectation of protection from possible dangers. But if the school does not maintain control and the entity using the facility does not charge an admission fee, the district is only liable for its "gross negligence" rather than standard negligence.

As you can see, this is one of the more complex policies in our service. Please feel free to call us and work through these issues one-by-one whenever it is convenient for you.

Policy 3015. Time Away From School Activities. This policy states that school activities will not be held on Wednesday nights or Sundays. This policy intentionally considers these days "time away from activities" and specifically and intentionally does not contemplate the types of activities in which students may be engaged on those days. **If you have other days designated for time away from school activities, modify the policy accordingly.**

Policy 3016. Smoking. Many districts are struggling with effective policy solutions to electronic cigarettes, vapor pens, and similar technology. In 2014 the Unicameral made it a criminal violation for any minor under the age of 18 to use "vapor products or alternative nicotine products." Accordingly, we recommend that your general tobacco use policy to include an option which prohibits the use of vape pens, electronic cigarettes, and the like. While this policy applies to all students and staff, it applies generally to all district patrons and visitors. This policy has 3 options. You should select one or a combination of these policies.

Policy 3017 Press Releases. This policy requires administrative approval of press releases regarding school-related activities and events.

Policy 3018. Denial of Access to School Premises. This policy provides a method for denying access to school activities or school premises. It permits an administrator to limit or deny access to certain school activities or school premises for various reasons.

Policy 3019. Sale or Disposal of School Property. This policy states that the sale of school property must be made with the best interests of the school and taxpayers in mind. It sets forth the statutory requirement that the sale of school property be approved by a two-thirds vote of the board of education at a regular board meeting.

Policy 3020. Copyright Compliance. This policy addresses copyright compliance and discusses the steps district administrators must take or may take when an infringement occurs. It states that teachers and students may not use any media in a manner that is in violation of applicable copyright laws. If staff or students subject the district to payment for copyright violations, the district may require the offending student or staff member to make the district whole. **Please note: even if there is a technical infraction which occurs because of a staff member or student, one protection for educational institutions against copyright liability is to distribute materials and provide training to staff and students about the importance of copyright compliance. This policy requires you to distribute materials to students and staff for the purpose of preserving that defense.**

Policy 3021. Operation of School Business Office This policy describes the days and hours that the business office will be open. Some boards prefer that the district's business office be open during regular business hours. **You should revise the policy to describe the district's practice.**

Policy 3022. Volunteers. This policy addresses the use of volunteers. We recommend having most volunteers sign a volunteer services agreement, though we recognize that in some instances the volunteer's involvement will be insubstantial. The policy also prohibits people from volunteering if they refuse to comply with a requested background check. If you need assistance in creating or updating your volunteer services agreement, we would be happy to help

Policy 3023. Record Management and Retention. School districts must comply with two sets of laws governing the retention and deletion of records. The Federal Rules of Civil Procedure require government entities to retain some electronic records with metadata intact and to state with specificity when they will delete electronic records. Nebraska's Records Management Act and the record retention schedules adopted by the Nebraska Secretary of State's Record Management Division outline when schools may delete both physical and digital records. The schedules which apply to school districts are Schedule 10 and Schedule 24. This policy outlines how the school district will comply with all of these various laws and regulations.

This policy has several options for you to adopt, depending on whether you use a cloud-based productivity suite and, if so, which suite you use. If you use a cloud-based service such as Google Apps for Education or Office 365, you will need to select the retention level you have selected from your service provider. If you still use internal servers to host your e-mail, you will need to consult with your technology coordinator to determine how long the district stores e-mail and other electronic data. There is no obligation to retain all of your e-mail in their original format, but you must identify your retention schedule for these records.

Under Schedule 24, "short term communications" must be maintained for at least 6 months, which is why we have included that retention period for school-affiliated social media posts. Please note that all this means is that staff using school-affiliated social media posts cannot delete their posts for at least 6 months. If you use Twitter, for example, to announce sports scores, you just cannot go back and delete old Tweets at the end of the school year. You do not have to print these posts -- leaving them on the social media application counts as "maintaining" under the schedules.

Your retention obligations for security video is covered by Schedule 24. After consulting with the Secretary of State's office, we have categorized security video as "working papers" which can be destroyed as soon as the school determined that there is no need to keep it. Schools will have to complete an annual disposition report regarding this footage. The Secretary of State's Office was gracious enough to provide us with a sample disposition report on security video footage, which we have included as an example with the forms for the 3000 series.

Policy 3024. Booster Clubs and Parent Teacher Organizations.

This policy addresses booster clubs and parent-teacher organizations. There are two variations that can be used. In both cases, we suggest that the district: (1) take complete control over the organization's finances or (2) keep the school's finances and the organization's finances completely separate. Regardless of which approach is used, the key is to make the relationship clear in the policy. We have attached policies which address both situations.

Policy 3025. Returned and Outstanding Checks. This policy deals with insufficient fund checks. It states that a person who wrote a bad check must pay the school the amount of the check in cash plus an additional \$30 (the board should choose the amount) to cover costs to the district. It also gives the district the authority to refuse to accept checks from people whose checks are repeatedly returned for insufficient funds. The policy also addresses checks which are outstanding and authorizes the superintendent to review them and resolve any issues related to outstanding checks, including

stopping payment and reissuing the checks. **These terms are not statutorily required and the board may set its own standards.**

Policy 3026. Handbooks. This policy covers handbooks. It states that handbooks are intended to convey information and explain school regulations and procedures. It points out that the handbooks are not contracts and that the administration has the authority to change handbook provisions during the year so long as the changes are consistent with board policy. It also makes clear that the handbooks are trumped, when inconsistent, by board policy and state law.

Policy 3027. Resolution of Conflicts Between Parents Over School Issues. This policy addresses the resolution of conflicts between parents over school issues. It explains that the school will not become involved in disputes between parents regarding such issues as court orders, student records, and picking up children at school.

Policy 3028. Sex Offenders. This policy deals with sex offenders and emphasizes the importance of students' safety at school. It states that the school will notify staff members, parents, and students (1) of any registered sex offenders residing in the school district and (2) of the availability of information about sex offenders on the State Patrol's web page. If your district does not distribute this list to staff, parents, and students, you should.

Policy 3029. Distribution of Flyers Advertising Non-School Issues. This policy addresses the distribution of flyers advertising activities of non-school organizations. The first numbered paragraph sets forth prohibitions against flyers with statements that are inappropriate for a school setting. The remaining paragraphs set forth procedures and requirements for flyers.

Policy 3030. Automatic External Defibrillator Program. This policy deals with automatic external defibrillators (AED). Some organizations offer to donate both the AED and the cost of its upkeep. The attached policy is designed to limit the school district's potential liability while incorporating the policy elements recommended by the American Medical Association and the American Heart Association. You will have to identify a medical advisor and should be sure that the person designated as the AED Program Coordinator understands his/her obligations under the policy and is willing to fulfill those responsibilities. **Note that you will have to identify a Program Coordinator and Medical Advisor.**

Policy 3031. Students Electing to Attend School in Adjoining State. This policy addresses requests for students to attend schools in an

adjoining state. It restricts approval of out-of-state enrollment except when (1) the student will suffer extreme and unusual harm if not allowed to attend school in an adjoining state; or (2) the district's financial circumstances will be unaffected by the out-of-state transfer.

Policy 3032. Copyrighting Fees for School District Records. addresses the copying fees for School District Records should they be requested. You will have to identify what amount you will charge for each request.

Policy 3033. Lending Textbooks to Children Enrolled in Private Schools. This policy complies with Rule 4 of the Nebraska Department of Education. It addresses lending textbooks to children enrolled in private schools and the process for individuals to fill out an application for the textbooks. The procedures and timelines laid out in the policy are required by NDE.

Rule 4 has a very broad definition of the term "textbook." Although we do not recite that definition in the policy itself, administrators and boards should understand that "textbook" includes digital resources and subscriptions:

Textbook shall mean any instructional material that is designated for use by individual students in classroom instruction as the principal source of study material, in any of grades kindergarten through grade 12 in the public school(s) of each school district. The following, if designated for use by individual students as the principal source of study material, are likewise to be considered textbooks for purposes of this chapter: multiple texts; electronic and digital subscriptions; and hard-copy, write-in work texts if accessible by students pursuant to a multi-year subscription entered into by the school district. Instructional material that is in a non-tangible, electronic or digital format, e.g. web-based (online) material, accessible by students through a subscription or license agreement entered into by the school district, is a textbook if the individual student's access ceases within the timeframe described in Section 003.01 of this chapter. The following are not to be considered textbooks: library books, teacher's editions, hard-copy supplemental workbooks and any book or material designated for classroom, and not individual use (e.g. "Big Books" and the like).

For many years, when homeschool parents have asked to borrow textbooks from the school district, it has merely been a matter of loaning out an extra book, which did not impose any additional cost on the school. With this much

broader definition of “textbook” homeschool and private school parents could seek to access digital textbooks or other electronic resources. If the school pays a per-user subscription for these resources, the district is not required to pay that cost for the homeschool or private school student. Instead, the district requests funds from NDE to pay for the requested resource. You may also add up to 5% of the cost to defray administrative expense. Then the department will respond to the request by informing the schools whether there are sufficient funds to pay for the requested resource. Schools are only obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose.

Policy 3034. [Intentionally Left Blank]

Policy 3035. Chain of Command. This policy was created in response to requests from several of our school district clients to provide more effective and efficient assistance to patrons and employees with questions or concerns. You should review this carefully to be sure it accurately describes how your district's chain of command operates.

Policy 3036. Purchasing (Credit) Card Program. Many school districts in Nebraska use credit cards to purchase goods and services for school purposes. However, many schools are unaware that, though state law authorizes the use of such credit cards, it also imposes certain obligations upon the district. In addition, the Nebraska Auditor of Public Accounts has chastised some schools in their audits because school personnel failed to maintain adequate supporting documentation for credit card expenses in violation of state law and school district policy. This policy includes everything required by state law and incorporates recommendations made by the State Auditor in previous school district audits. It also tracks changes to federal purchasing and procurement and allows continuity of your purchasing system. After you adopt the policy, we strongly encourage you to provide a copy of it to all employees and require them to acknowledge that they have received and read it.

Policy 3037. Petty Cash. The Nebraska State Auditor expressed concern during a recent audit that a school district maintained a petty cash fund without adopting any policy or procedures governing its use. The auditor was particularly concerned about the lack of monitoring and oversight of the fund. If you do not use petty cash, you do not need a policy. However, if you do utilize such a fund, we strongly encourage you to adopt a policy that spells out its amount, who controls it, when it may be used, monitoring procedures, etc. You should review this policy with the administration and the board to make sure that it conforms to your actual practice.

Policy 3038. [Intentionally Left Blank]

Policy 3039. Threat Assessment and Response. Schools are required to have a “threat assessment” procedure which they are supposed to use any time someone reports a threat made by a student, staff member, or patron. The idea is that the school can use a data-driven approach to determine what to do in response to such a threat rather than a knee-jerk reaction. There are three options in this policy - one in which a “threat assessment team” investigates and responds to threats; one in which the superintendent performs these tasks alone; and one in which a school district law enforcement unit conducts the investigation. You should select the option that best reflects your district’s practices. However, you cannot use the “law enforcement unit” option unless you have adopted Policy 5054, designating a “law enforcement unit” for your district.

Policy 3040. School Safety and Security. We have designed this policy so that it complies with the Safety and Security Protocols. The first section states that the board wants to meet the minimum safety requirements. If your board wants to go beyond the minimum to meet the “exceeds” or “outstanding” level of the rubric, please let us know and we will revise these policies accordingly.

In the next two sections of this policy, we have tried to separate out the obligations for safety and security measures between the superintendent, principals, and the crisis team. You may revise **who** must perform each of the duties identified, but you may not **eliminate** any of these duties and still comply with the Safety and Security Protocols.

Your board should carefully review the section of the policy dealing with memorials and select which option will best fit your district’s needs. We have made two changes to the policy. When a school community experiences the death of a student or a similar tragedy, there is often the very human tendency to want to do something in memory of the deceased student. These memorials can range from spontaneous tributes piled at lockers or parking spaces to more permanent, lasting tributes like placing plaques in halls or planting trees or gardens in the student’s name. There may also be ceremonies or assemblies that bring together members of the school community to share memories and grieve together. While this is a very understandable impulse, the most current psychological research indicates that these sorts of memorials are not good for kids and they create tremendous potential legal issues. The best legal and psychological agrees that it is best practice to disallow student memorials. While we defer to the research, we also know that there can be tremendous political pressure to allow a memorial. So, we

have included two options for memorials. The first is to flatly prohibit them. The second option sets up a process whereby the school's crisis team can consider a request for a memorial and make a recommendation to the board. It is important that you discuss this issue as a board **now** before a crisis event has occurred.

Policy 3041. Crisis Team Duties. This policy places the majority of the responsibility for complying with the Safety and Security Protocols on the crisis team. Note that the superintendent names people to serve on the crisis team using the considerations set out in policy 3040 above. The way this is set up, it will be the crisis team that conducts the self-assessment required by NDE. All of you currently have an All-Hazard School Security Plan. It is likely that the Safety and Security Protocols will require substantial revisions to that plan, and this policy places the responsibility for those revisions on the crisis team. Again, we have not included anything in this policy which is not required for minimum compliance with the Safety and Security Protocols.

Policy 3042. Construction Management at Risk Contracts and Policy 3043. Design-Build Contracts. The Political Subdivisions Construction Alternatives Act requires a school to have policies in place before it can use the construction management at risk and design-build methods of construction. These policies comply with the requirements of the Act.

Policy 3044. Incidental or De Minimis Use of Public Resources. The general rule is that personal uses of "public resources" are not permitted. However, the Nebraska Political Accountability and Disclosure Act allows boards or public entities, such as schools and ESUs, to pass a policy which authorizes board members and employees to use public resources for personal purposes when those uses are "incidental or de minimis." As long as the personal use is accounted for on the board member's or employee's personal taxes, as required by law, the board can authorize these uses to avoid complaints and allegations of misuse. This policy is designed to account for the most common uses we come across, and your board is free to remove or add additional uses consistent with your practices.

Policy 3045. Use of Sniffer Dogs. Many schools have decided to use trained drug dogs to conduct "sniff searches" of vehicles on school grounds, school lockers used by students, and other items or areas at the school. Schools have the authority to use drug dogs to conduct "sniff searches" in many, if not most, circumstances. One exception is the use of a dog to sniff a student or staff member. **We strongly discourage school districts from allowing dogs to sniff people.** The tougher questions are whether the school *should* implement use drug sniffing dogs and, if so, how

the program should be implemented. This policy includes our recommended procedures in the event that school decides to use drug dogs.

Policy 3046. Animals at School. This policy addresses animals on school grounds from all relevant legal perspectives: class pets, therapy animals, and service dogs. The requirements for each are different, with the key being the disability-related considerations for therapy animals (which can include nearly any animal) to service dogs (which include only specially trained dogs and miniature horses). The policy also requires that requests for service animals and requests for therapy animals (where you allow them) that are made by or on behalf of a student with an IEP or a 504 plan be referred to the respective IEP or 504 Team for consideration. There are two options for therapy animals, and you will need to pick one.

Policy 3047. Data Breach Response. School districts that are required to provide reasonable security to personal information handled by the district. This policy states the district will implement the appropriate security, and if the district experiences a data breach it will investigate the breach, provide notice to those affected, and notice to the Attorney General. We have also included a section that provides for data governance protocols to be put in place to map the flow of data between software, hardware, and personnel in order to maintain good data hygiene and make sure data breach responses will run smoothly and efficiently.

Policy 3048. Communicable Diseases. This policy sets forth steps to take if it is determined that a staff member or student has a high risk communicable disease. Because we get this question all the time, we did want to highlight that, yes, Hepatitis "E" is a real thing included in the DHHS regulations.

Policy 3049. Drones and Unmanned Aircraft. With the increasing use of drones and other unmanned aircraft by schools and by private individuals, this policy contemplates some general use restrictions while also factoring in differences for district uses versus personal or private use on school grounds. The policy generally defers to the superintendent or his or her designee to provide permission, designate authorized areas, and impose other restrictions on the use of drones on school property.

Policy 3050. Technology in the Classroom. This policy addresses the use of electronic devices and software applications in the classroom that are not selected or purchased by the district. If a teacher brings in a Google Home, Amazon Echo, or similar device; or wants to use a specific application; this policy requires that the teacher notify the administration of the device or application's use, and provides guidance on how the device should be setup.

The policy also restricts the use of assistive technology to prohibit the recording and transmitting of the classroom activities of other students.

Policy 3051. Opioid Overdose Prevention and Response. Naloxone, also known by its brand name Narcan, has been used by emergency responders and health care professionals for many years as an opioid antagonist to reduce deaths and negative consequences of individuals experiencing opioid overdose. Although Nebraska has a naloxone statute allowing for dispensing naloxone without a prescription, the Department of Health and Human Services, Division of Public Health, has also issued a standing order to facilitate the availability of naloxone. This policy allows the district to take advantage of those laws and have naloxone available to administer by appropriately trained staff. Much like the policy on AED's, it is permissive and you should consult with your school nurse and local authorities if you want to have a naloxone program.

Policy 3052. Leasing Personal Property. This policy provides the authority for authorized personnel to lease personal property (e.g., equipment, goods, etc.) from vendors for school district use. A decision will need to be made as to the total lease amount above which written quotes/estimates will be required to be obtained from multiple vendors.

This policy also provides the authority for the Superintendent to lease out district-owned personal property that is not needed for school purposes. Decisions will have to be made concerning (1) the threshold (dollar amount) of the fair market value of the personal property in question under which the Superintendent may lease out such property without board authorization, and (2) the maximum number of days that the Superintendent can agree to lease out district-owned personal property.

Policy 3053. Nondiscrimination. This policy satisfies the requirement that a school district have a policy which forbids discrimination for unlawful reasons.

School districts with 50 or more employees are required to appoint a responsible person to coordinate the administrative requirements of ADA compliance and to respond to complaints filed by the public. In this policy, the 504 coordinator is the same person as the ADA coordinator. If you do not want your 504 coordinator to serve as your ADA coordinator let us know and we can work with you to customize this policy.

Policy 3054. Law Enforcement Unit. This policy allows the board to designate a law enforcement unit for the district. The district is permitted to designate any individual or group as it's law enforcement unit. The disclosure

of records created and maintained by a law enforcement unit for a law enforcement purpose is not restricted by state and federal student record laws, so this policy further outlines how law enforcement unit records should be maintained and how they may be disclosed. Designating a law enforcement unit implicates complex legal and privacy considerations, and we encourage you to reach out for advice on these issues before adopting this policy.

Policy 3055. School Resource Officers. On and after January 1, 2021, school must have a memorandum of understanding in effect with any law enforcement agency that provides school resource officers and any security agency which provides security guards to schools in a school district. Each MOU must include policies that address six specific issues. We have developed this policy to ensure that every policy provision required by the new SRO statutes exists and can be incorporated into any MOU.

Policy 3056. Guest Speakers. Some schools have invited guest speakers into school with little to no knowledge of the guest speaker's message, experience, or intent. Not surprisingly, not all guest speaker appearances went as smoothly as one would hope when there is little research done about the guest speaker. This policy includes a process and procedure to research guest speakers so that everyone involved has a clear understanding of the guest speaker's purpose and message. This will help the school determine if the proposed message complies with school district policies and its fundamental values and to avoid unwanted surprises for everyone involved.

Policy 3057. Title IX. This policy went into effect on August 14, 2020.

3001 Budget and Property Tax Request

The board of education shall adopt a budget each year to support the school district's programs and services for the ensuing fiscal year. The superintendent of schools shall be responsible for developing the budget subject to the direction and decisions of the board. The budget document shall be under continuous development, based upon the requirements of the adopted educational program.

BUDGET PROCEDURES

Proposed Budget. The superintendent shall prepare the proposed budget in accordance with board policies and goals, state statutes, and regulations. As the district's spending plan, the budget will be based on up-to-date revenue estimates, and will reflect the assessed needs and programs approved by the board.

Budget Hearing Notice. Notice of place and time of the hearing, together with a summary of the proposed budget statement, must be published at least four calendar days prior to the date set for hearing in a newspaper of general circulation within the school district. The four calendar days shall include the day of publication but not the day of hearing. The notice shall include the following statement:

For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: [Insert Internet address for the web site established pursuant to Laws 2021, LB528, section 5].

In addition, the district must electronically publish this statement on the school district web site. Such electronic publication must be prominently displayed with an active link to the Internet address for the web site established by the Nebraska Budget Act to allow the public access to the information.

Budget Hearing. The board must conduct a hearing prior to adopting the budget. The hearing must be held separately from any regularly scheduled meeting and may not be limited by time. The board must make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement shall be allowed to address the board at the hearing and must be given a reasonable amount of time to do so. Five minutes shall generally be considered a reasonable amount

of time.

Budget Hearing Documents. The board must make at least three copies of the proposed budget statement and at least one copy of all other reproducible written material to be discussed at the hearing available to the public at the hearing.

Budget Adoption. After the budget hearing, the proposed budget statement shall be adopted or amended and adopted as amended. If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of the changes (including the items changed and the reasons for such changes) must be published in a newspaper of general circulation within the school district within twenty calendar days after its adoption without further hearing.

Certification and Filing. The amount to be received from personal and real property taxation shall be certified to the appropriate levying board as provided by law. The budget shall also be filed with the state auditor.

Purchase Authorization. Except for bids required under the section "Bid Letting and Contracts," the board's adoption of the budget shall authorize the purchases without further board action.

Monthly Report. At each monthly board meeting, the superintendent will provide a report on the current status of the major sections of the budget.

PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS EQUAL TO OR LOWER THAN THE ALLOWABLE GROWTH PERCENTAGE

Property Tax Request Hearing. The board must hold a special public hearing called for the purpose of passing a property tax request resolution.

Property Tax Request Hearing Notice. The district must publish a hearing notice in a newspaper of general circulation in the school district at least four calendar days prior to the hearing. The four calendar days shall include the day of publication but not the day of hearing. The hearing notice must contain the following information: The certified taxable valuation under section 13-509 for the prior year, the certified taxable valuation under section 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year; the dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request; the property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation; the proposed dollar amount of the tax request for the current year and the property tax rate that will be

necessary to fund that tax request; the percentage increase or decrease in the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

Increase in Total Property Taxes Levied. If the annual assessment of property would result in an increase in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization.

Decrease or No Change in Total Property Taxes Levied. If the annual assessment of property would result in no change or a decrease in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be adjusted accordingly when such rate is set by the county board of equalization.

Resolution. The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request shall include, but not be limited to, the information required by section 77-1601.02(4).

Certification. The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS GREATER THAN THE ALLOWABLE GROWTH PERCENTAGE

Property Tax Request Hearing. The board must hold a public hearing called for the purpose of passing a property tax request resolution. If another political subdivision within the county also seeks to exceed the allowable growth percentage, the hearing will be a joint hearing. In the event of a joint hearing, each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political subdivision shall be deemed to be within the county in which the political subdivision's principal headquarters are located. The hearing agenda will only include discussion on each political subdivision's intent to increase its property

tax request by more than the allowable growth percentage.

The hearing must be held after 6 p.m. on or after September 17th and before September 28th and before the district files its adopted budget statement. Any member of the public must be allowed a reasonable amount of time to speak at the hearing.

At the joint public hearing, the representative of each political subdivision must give a brief presentation on the political subdivision's intent to increase its property tax request by more than the allowable growth percentage and the effect of such request on the political subdivision's budget. The presentation must include, at a minimum, all information and statements required by law.

Property Tax Request Hearing Notice. Notice of the joint public hearing must be provided by:

- The County Assessor sending a postcard with all required information to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;
- Posting notice of the hearing with all required information on the home page of the relevant county's web site, except that this requirement shall only apply if the county has a population of more than twenty-five thousand inhabitants; ***and***
- Publishing notice of the hearing with all required information in a legal newspaper in or of general circulation in the relevant county.

Provide Information to County Clerk. Each political subdivision that participates in the joint public hearing shall provide the following information to the county clerk by September 5th: the date, time, and location for the joint public hearing; a listing of and telephone number for each political subdivision that will be participating in the joint public hearing; and the amount of each participating political subdivision's property tax request.

Resolution. The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request, including any increase in excess of the allowable growth percentage shall include, but not be limited to, the information required by law.

Certification. The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3002
Deposits

The board of education shall designate the depository or depositories for all school funds. All funds received by the district shall be deposited promptly in the proper account of each such depository. All funds shall be insured by the Federal Deposit Insurance Corporation or a surety bond approved by the board on securities of the United States government pledged by joint custody receipt.

Funds collected by district representatives shall be receipted, accounted for, and directed without delay to the proper depository. Funds exceeding shall not be left overnight in school buildings, except in safes provided for the safekeeping of valuables.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3003

Bidding for Construction, Remodeling, Repair, or Site Improvement

I. Applicability of this policy.

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

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

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

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

III. Formal Bidding for Major Purchases and Construction

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project exceeds \$109,000 for the construction, remodeling or repair of a

school-owned building or for site improvement.

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

C. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

D. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received or opened and shall identify the hour at which the bids will close or be received or opened.
2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.
3. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
4. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
5. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
6. Sealed bids will be opened in a place and at the specific time stated in the bid form. Bidders shall be notified of the opening

and invited to be present.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.
- E. Any or all bids may be rejected if there is a sound documented reason
 - F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

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

1. I. Applicability of the Policy

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

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

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

1. 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.

2. 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.

3. 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.

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

1. A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing.

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

For construction projects subject to this policy, simplified acquisitions are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

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

Pursuant to Nebraska law, construction projects which have an

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

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

1. 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. 1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;

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

4. 4. The contract will be awarded to the lowest responsive and responsible bidder.

1. 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.

2. b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

3. c) Any or all bids may be rejected if there is a sound documented reason.

5. 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.

2. 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.

3. 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.

4. 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.

5. V. Other Contract Matters.

1. A. Required Terms

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

2. B. Contracting with Certain Vendors

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

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

3. 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.

4. D. Debarment and Suspension

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

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

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

5. 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.

6. F. Record Keeping

1. 1. Record Retention

1. 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.

- 2.
3. 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.
- 4.
5. 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

1. 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.
- 2.
3. b) Retention of construction records shall be in accordance with applicable law and Board policy.

6. VI. Conflict of Interest and Code of Conduct

1. A. Board and staff member conflicts of interest are governed by

the district's conflict of interest policies.

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

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

3. C. Favors and Gifts

An employee, officer, agent, and board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

4. D. Enforcement

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

7. VII. Financial Management

1. A. Identification.

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

3. B. Financial Reporting

4. The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in

accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

5. C. Accounting Records

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

7. D. Internal Controls

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

9. E. Budget Control

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

11. F. Payment Methods

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

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for

the Nebraska Department of Education to review upon request.

12. G. Allowability of Costs

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

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

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

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

8. The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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

1. I. Cost Sharing or Matching

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

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

2. J. Documentation of Personnel Expenses

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

10. VIII. Other Contract Matters.

1. 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.

2. B. Contracting with Certain Vendors

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

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

3. C. Record Keeping

1. 1. Record Retention

1. 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.

2. 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.

3. 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. 2. Maintenance of Procurement Records

1. a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not

3004
General Purchasing and Procurement

I. Applicability of this policy.

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

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

II. General Purchasing Policy

A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.

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

C. 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.

D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

III. Building-Specific Purchasing

A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.

B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.

C. The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.

D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

IV. **Purchasing Procedures**

A. School personnel must secure the approval of an authorized administrator before making any purchases.

B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than a week prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.

C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.

D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.

F. For purchases of more than \$10,000, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

V. Relations with Vendors

A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.

B. No purchase shall be made that violates any conflict of interest policy or law.

1.

C. No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.

D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase 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.

Adopted on: June 17, 2024

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**

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

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

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

■

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

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

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

■ 3. **Purchases Over \$250,000**

- a) Sealed Bids (Formal Advertising)

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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

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

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

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The procurement transaction can only be fulfilled by a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.



5. **Competitive Proposals.**

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered;
 - 2) Proposals must be solicited from an adequate number of qualified sources; and
 - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

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

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

- **C. Use of Purchase (Debit & Credit) Cards**

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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**

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

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

- **E. Debarment and Suspension**

-

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

-

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business

with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

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

○ **F. Settlements of Issues Arising Out of Procurements**

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

● **III. Conflict of Interest and Code of Conduct**

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

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

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

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

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

○ **C. Favors and Gifts**

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

○ **D. Enforcement**

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

● **IV. Property Management Systems**

○ **A. Property Classifications**

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

■ 2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

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

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

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

- b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets

that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

○ **B. Inventory Procedure**

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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.

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

○ **C. Inventory Records**

○

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

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

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

○ **D. Physical Inventory**

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

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

○ **E. Maintenance**

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

○ **F. Lost or Stolen Items**

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

○ **G. Use of Equipment**

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

○ **H. Disposal of Equipment**

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

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If the item has a current fair market value of \$10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity.

○ **I. Equipment Retention**

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

J. Equipment and Capital Expenditures

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

K. Depreciation

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

• **V. Financial Management**

A. Identification

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to

budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

E. Budget Control

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

F. Payment Methods

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

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

G. Allowability of Costs

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

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

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

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

• The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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

○ **I. Cost Sharing or Matching**

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

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

○ **J. Documentation of Personnel Expenses**

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

● **VI. Written Compensation Policies**

○ **A. Time and Effort Standards**

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

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

○ **B. Time and Effort Procedures**

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

○ **C. Fringe Benefits**

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

○ **D. Leave**

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

○ **E. Unexpected or Extraordinary Circumstances**

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

○ **F. Documentation for Personnel Expenses**

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

○

● **VII. Other Contract Matters.**

○ **A. Required Terms**

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

○ **B. Contracting with Certain Vendors**

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

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

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or

- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

○ **C. Record Keeping**

■ 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

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

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

■ 2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price

(including a cost or price analysis), and verification that the contractor is not suspended or debarred.

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

○ **D. Privacy**

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

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3005
School Activities Fund

The superintendent of schools shall establish an activities fund account to be used to finance the operations of student organizations, inter-school athletics, and other school activities that are not a part of any other fund. The school activities fund is a school district account. All transactions related to the activities fund shall be conducted through an account at a board-approved depository.

The superintendent shall manage the activities fund and serve as its treasurer. The superintendent may divide the activities fund into more than one account to allocate portions of the fund for different purposes.

Funds in an activity's account after the activity ceases to exist shall be transferred to the general fund or such other fund as the board may choose. Funds left in a graduating class's account may be transferred into any other school account at any time after graduation upon board approval.

As school activities are a responsibility of the school district, any deficit in the activity fund shall be paid from the general fund.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3007
Review of Bills

The president of the board of education may appoint a board member or committee of the board to meet with the superintendent of schools each month to review all bills that are to be presented to the board for payment. The board member or committee may report its recommendations to the board.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3008
Gifts, Grants and Bequests

The school district encourages those who wish to make gifts, grants, bequests or devises of property, real or personal, to the school district to make such donations through the district's foundation. The superintendent or his or her designee is authorized to accept on behalf of the school district gifts of personal property that are consistent with the district's mission and objectives. Upon acceptance, donations shall become the sole property of the district. The donation will be under the complete control of the board or school district which will not have any obligation to replace it if it is destroyed or becomes obsolete.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

**3009
Audit**

The board of education shall appoint a certified public accountant or public accounting firm to audit all school accounts annually and report to the board of education. The audit shall include all areas required by law and the rules of the Nebraska Department of Education. The auditor is not obligated to follow generally accepted accounting principles (GAAP) but shall conduct the audit according to the standards of the auditing profession.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3010
Insurance

The board or education shall purchase such insurance as it deems appropriate to protect the district, the board as a corporate body, individual board members, appointed officers, employees, and volunteers from financial loss arising from any claim, demand, suit or judgment. The district may, but is not required to, solicit bids or quotes for insurance coverage.

The board shall review its insurance coverage before its expiration date, or as need dictates.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3011 Transportation

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

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

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

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

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

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3012

School Meal Program and Meal Charges

Meal Program. The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent.

Meal Charge Policy. The district will notify students and their families of the policy for **Charged Meals**, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and other staff involved in enforcing any aspect of this policy.

The district's policy on charged meals is:

OPTION D

If a student has no funds available to pay for a meal, the student will be provided and charged for up to five limited "courtesy meals," such as a plain sandwich. Thereafter, if a student has no funds available to pay for a meal, no food will be provided.

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases. School staff may prohibit any students from charging a la carte or extra items if they do not have cash in hand or their account has a negative balance.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will

use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law. Collection efforts may continue into a new school year.

In the event that the Nebraska Department of Education develops a state-level meal charge policy, it shall supersede that portion of this policy.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3013
Emergency Closings

School shall be held on the dates set forth on the official calendar, and shall not be closed or dismissed except when superintendent or his or her designee determines that it is impossible or impracticable to hold school. When school is closed there will be no school-sponsored activities held without the permission of the superintendent or building administrator.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3014 Use of School Property

1. Use of Specific Facilities by Application and Agreement
 - a. The district permits non-commercial use of the following facilities by individual patrons for their personal health and wellness: weight room and track. The district understands that it would not be feasible to require a patron to apply to use facilities like the weight room on every occurrence. The facility uses defined in this paragraph are an exception to the general facility use requirements contained in this policy for ease of administration and efficiency. All other facility uses must comply with the other provisions of this policy.
 - b. These particular facilities may be used upon only one application and upon signing the district's written waiver and agreement.
 - c. Use of these facilities is governed by this and other district policy and the agreement signed by the user. A copy of each agreement will be maintained in the district's central office.

2. General Facilities Use Guidelines
 - a. School facilities may be used by various education and community organizations and individuals when it is in the interest of the general public.
 - b. School facilities may not be used for personal profit and other commercial purposes. The district opens its facilities to district patrons for the benefit of the public, not commercial uses. Due to the complications created by groups or individuals using district facilities for commercial purposes, these uses are prohibited. Booster clubs and other organizations raising money purely for the support of student groups, as defined below, and not for personal profit are not considered commercial uses but must comply with the district's policies which apply to these groups.
 - c. Any person or group using school facilities must assure that it will be responsible for maintaining order, protecting property, and providing security and safety.

- d. Only those organizations and persons who are known to school officials, who have financial resources sufficient to cover all rentals and possible damages, and who are willing to discharge such obligations shall be permitted to use the school facilities and equipment.
- e. The rental fees for school facilities shall be set by the board.
- f. Non-curricular student groups or non-student groups (as those terms are defined below) that wish to use the facility must submit a facility use application which may be obtained from the district's central office. The application must be received by the superintendent prior to the approval of any facility use.
- g. The shop and weight room may not be used by students when school is not in session, unless supervised by a district staff member or a responsible adult upon approval of the superintendent. Use of the shop and weight room in violation of this provision may lead to the students being denied access to these facilities or other consequences permitted by board policy and Nebraska law.
- h.** Any person or group using the school facilities, for any purpose, must comply with all of the district's policies, rules, and regulations.

3. Definitions

- a. "Curriculum-related student groups" shall mean students participating in school-sponsored activities, supervised by district staff, related to the curriculum, and recognized by the board.
- b. "Extracurricular student groups" shall mean students participating in an extracurricular activity, sponsored by the district, supervised by district staff, and recognized by the board, such as athletic teams and academic teams which are not otherwise categorized as "curriculum-related student groups."
- c. "Non-curriculum related student groups" shall mean all other groups comprised primarily of students who attend the district participating in activities such as Boy Scouts, Girl Scouts, 4-H, political groups, religious groups, and other similar youth groups.
- d. "Non-student group" shall mean all other groups or individuals who apply to use district facilities.
- e. "Superintendent" shall mean the superintendent of schools or his/her designee.

4. Use of School Property by Student Groups

- a. Curriculum-related and Extracurricular student groups
 - i.) Curriculum-related and Extracurricular student groups may use school facilities at no cost to the group, if they restore the facilities to their prior state after using them.
 - ii.)** The district shall bear any costs associated with use by these groups (*e.g.*, the fee paid to a cook or a custodian required to be in attendance).
 - iii.) Curriculum-related and Extracurricular student groups have priority over non-curriculum related student groups and non-student groups.
- b. Non-curriculum related student groups
 - i. Non-curriculum related student groups may use the school

building during non-instructional time. Such use shall be without charge.

(1) Such uses shall occur while the building is normally open and there is a minimum of interference with custodians or other student and staff facility use.

(2) These groups may use the school buildings in the evening for meetings if the group is sponsored by an adult and the adult (1) files the application to use the facilities on behalf of the group and (2) assumes responsibility for cleanup and placing the area back in the condition it was in prior to use.

ii. Non-curriculum related student groups must apply for use of the facilities and secure the superintendent's permission before using school facilities.

iii. Non-curriculum related student groups may meet only on school premises at times and places determined by the superintendent.

iv. Non-curriculum related student groups must meet each of the following conditions to secure the superintendent's permission to use school facilities:

(1) The facility use will occur during non-instructional time.

(2) The district has facilities available to accommodate the group.

(3) The use is voluntary and for the general benefit of the student participants.

(4) The use will not substantially interfere with the orderly conduct of educational activities and other programs within the school.

1. Use of facilities by non-student groups

a. The superintendent may authorize the use of any school facilities

for non-school activities by non-student groups.

- b. In addition to the guidelines listed elsewhere in this policy and other board policies or administrative protocol, the superintendent will consider the following when making determinations regarding use of district facilities by non-student groups:
 - i. The local education association may hold meetings when classes are not in session and staff members are not on duty.
 - ii. Non-student groups which provide education-related programming and services for students and staff may be given priority of use over other outside groups. The superintendent has sole discretion in determining whether proposed uses relate sufficiently to the district's educational standards and programs.
 - iii. Non-student groups which provide programming and services for community members and others living within the district may be given priority of use over other outside groups.

- b. Denial of access
 - i. The superintendent may limit or deny access to school buildings, grounds, and activities to any person whom the superintendent deems to be using the facilities inappropriately and contrary to the district's mission.
 - ii. Upon determining that a person or group has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the superintendent shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The superintendent may request assistance from law enforcement authorities to remove an offending person from the school grounds. A person who enters school premises in violation of these conditions shall be deemed to be trespassing.

- iii. The superintendent shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises.
1. Students, staff, and community members may use or lease school equipment for non-school use only if they have received the prior permission of the superintendent.
2. Proof of Insurance
 - a. When any non-curriculum related or non-student group utilizes school district facilities, the group submitting the facility use application may be asked to provide proof of insurance up to the current tort claims limits applicable to political subdivision in the State of Nebraska. Currently, those limits are \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.
 - b. The district may require the non-curriculum related or non-student group to include the district as an additional insured on any such policies and may refuse access to its facilities until proof of satisfaction of this requirement is submitted to the superintendent.
3. No Fees for Admission
 - a. Non-curriculum related and non-student groups may not charge a fee to participate in or be a spectator at any recreational activity, event, or other such gathering occurring on district grounds unless approved in advance by the superintendent.
 - b. If the district retains control over the area of the premises in which the non-curricular and non-student group desires to use, meaning the district provides supervision, staffing, custodial services, or otherwise maintains its control during the group's use of the facilities, the group may not charge a fee for admission under any circumstances.
 - c. Non-curricular and non-student groups may charge for parking or vehicle entry onto the premises unless otherwise prohibited

by the superintendent.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3015
Time Away From School Activities

As it is important for students to have some nights free from school activities, school activities will not be scheduled on Wednesday nights or on Sundays without the approval of the superintendent.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3016
Use of Tobacco Products

The use or possession of any tobacco product, including 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.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3017
Press Releases

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

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3018
Denying Access to School Premises or Activities

The school district shall provide access to the district's buildings, grounds and activities to students, parents or guardians of students, and other persons who have legitimate reasons for being on school grounds. The superintendent of schools or his or her designee (referred to herein as the "administrator") may limit or deny access to school buildings, grounds, and activities to any person who:

1. Disrupts the educational environment;
2. Repeatedly fails or refuses to comply with the visitor protocol adopted by each building;
3. Is unreasonably boisterous;
4. Engages in violence, force, coercion, threats, intimidation, or similar conduct;
5. Causes or attempts to cause damage to school property or to the property of any student or school employee;
6. Causes or attempts to cause personal injury to any student, school employee or other person on school grounds or at a school activity on or off school grounds;
7. Uses vulgar, profane, or demeaning language; or
8. Uses fighting words;
9. Poses a danger to the safety and well being of students.

Upon determining that a person has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the administrator shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The administrator may request assistance from law enforcement authorities to remove an offending person from the school grounds.

The administrator shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises. A person who enters school premises in violation of these conditions shall be deemed to be trespassing. The administrator may summon law enforcement authorities to remove the person and request that criminal proceedings be initiated.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3019
Sale or Disposal of School Property

In selling school property, whether real or personal, the board of education shall be mindful of its financial obligation to the taxpayers of the school district. The board may sell school property in the manner it deems most appropriate for the particular property (e.g., by taking bids, by auction, or by selling the property for a specified price). The board shall take action at a regular meeting to approve the sale or disposal of property by the statutorily required two-thirds vote of the members before selling or disposing of it.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3020 Copyright Compliance

Restrictions on Use and Permission. Copyrighted works such as print, audio, video, software, applications, and other documents or media (“works”) may be reproduced or used for educational purposes only when the use of the reproduction is a fair use in compliance with state and federal copyright law or when the written permission or license for such use has been obtained from the copyright holder. A staff member who wishes to use any non-original work must obtain the prior written permission of the building principal. Unless the district has obtained a license for use of a work for its intended educational purpose, no principal shall grant permission for a requested use of a copyrighted work unless the principal has reasonable grounds to believe that it is a fair use under applicable copyright law. Only works requested to be used in the course and scope of employment with the district will be permitted.

Distribution of Copyright Compliance Materials. The district will make information available to staff and students which describes and promotes compliance with copyright laws.

Course Materials Subject to Copyright Protection. The purpose of this provision is to provide notice to all staff, students, and parents that course materials may be subject to copyright protection. No class materials may be used or copied for use outside of the class session or sessions in which the materials are used for educational purposes unless authorized or required by law. No student or staff member may take audio or video recording of any class in which copyrighted materials are used unless authorized or required by law or an applicable educational plan provided under state and federal disability laws. Any such recordings will be kept only long as required to fulfill the purpose of the recording, such as for evaluative purposes, or the applicable retention period required by law.

Copies for Individuals with Disabilities. This policy does not restrict district staff members from reproducing or distributing copies of copyrighted works in a specialized format for use by individuals with disabilities to gain access to the work.

Removal of Unauthorized Copyrighted Works. Upon obtaining knowledge or awareness of an unauthorized use of copyrighted works, the district will take reasonable steps to remove, deny access to, and stop use of any unauthorized copyrighted work stored in the district’s

paper or digital files or programs. This includes but is not limited to administrators accessing staff files and equipment for the purpose of physically removing curricular materials or directing staff members to cease using the materials immediately when there has been no license granted or fair use determination made. The superintendent or superintendent's designee may limit or deny access to district materials and programs to students or staff members who engage in violations of this policy or copyright law. The district may require the student or staff member to obtain training on copyright protections and limitations in order to regain access to any such materials or programs.

Violations by Students and Staff. Any staff member who violates this policy will face disciplinary action up to and including the cancellation, nonrenewal, or termination of the employee's employment. Any student who violates this policy may face disciplinary action up to and including expulsion. Individuals who subject the school district to financial penalty for copyright violations may be required to reimburse the district for its costs for such violation.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3021
Operation of School Business Office

The central office of the school district shall generally be open for business from 8:00 a.m. to 4:30 p.m. during regular school days. The Superintendent shall be responsible for ensuring that the central office is appropriately staffed when the district is open for business and shall be responsible for supervising all staff employed in the central office.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3022 Volunteers

Volunteers provide valuable assistance to school district staff and enrich the education program. Community members are encouraged to volunteer their services to the district under the conditions set forth below.

1. Volunteers must provide the district with directory information including their name, address, and telephone number.
2. Upon request by the district, volunteers must promptly execute a Volunteer Services Agreement.
3. The district may, but is not required to, conduct a criminal background check on any volunteer. A potential volunteer who refuses to undergo a background check will not be permitted to volunteer for the district.
4. Volunteers shall not perform the duties of a teacher as that term is defined in Nebraska statutes or regulations.
5. Volunteers do not have any property right in or to a volunteer assignment. The school district may deny or terminate a volunteer assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3023 Record Management and Retention

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

Special Rules Related to Electronic Forms of Communication.

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

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

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

School-affiliated Social Media Posts. Communication on school-affiliated social media accounts are considered short-term communications pursuant to the Records Management Act. As such, they will be retained in their original form on the vendor's system and will not be deleted by the user for at least 6

months. Individuals who are uncertain as to whether a specific social media account is “school-affiliated” should refer to the Board’s policy on Staff and District Social Media Use contained elsewhere in these policies.

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

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

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

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3024

Booster Clubs and Parent-Teacher Organizations

Parent-teacher organizations and booster clubs (collectively, "Supporting Entities") promote goodwill throughout the community and strengthen educational programs via parental and community involvement in the district. However, the district's involvement with Supporting Entities may result in negative legal and political consequences.

Supporting Entities are separate entities from the district and board. Therefore, district employees may only participate in a Supporting Entity's activities as a member, officer, or director of the Supporting Entity. District employees may not participate in Supporting Entities in their capacity as a district employee. Further, in-school announcements for Supporting Entity sponsored functions must provide a clear indication that the function is sponsored by the Supporting Entity.

Notwithstanding anything herein to the contrary, an administrator employed by the district may attend the meetings of the Supporting Entity. An administrator who attends Supporting Entity meetings must strongly **recommend** that the Supporting Entity adopt the following policies:

- (a) The Supporting Entity should legally establish itself as a Nebraska Nonprofit Organization.
- (b) The Supporting Entity should require that
 - i. all checks written out of the Supporting Entity's checking account contain two signatures;
 - ii. sales slips, receipts, or invoices for every expenditure be provided to the Supporting Entity's treasurer and kept in the Supporting Entity's records; and
 - iii. bank statements be reviewed and approved by the Supporting Entity treasurer and reconciled by a Supporting Entity officer that does not have check-signing authority.

Supporting Entities may only use the district's facilities for meetings or public activities, and may only use the district's names, logos, or mascots, upon prior written approval of a district administrator.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3025
Returned and Outstanding Checks

Returned Checks. Any individual or entity that writes a check to the school district which is returned due to insufficient funds must reimburse the school district in cash for the amount of the check plus a \$30.00 returned check charge. Individuals or entities whose checks are repeatedly returned due to insufficient funds may be prohibited from paying amounts due to the school district via check.

Outstanding Checks. The superintendent will review outstanding checks issued from the school district's accounts. Outstanding checks are those which have not been deposited by the payee within 180 days of issuance. The board authorizes the superintendent or his or her designee to resolve all matters related to outstanding checks, including stopping payment and reissuing checks.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

**3026
Handbooks**

The school district’s handbooks for students and staff are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. Although the board of education may take action to approve the handbooks annually, the administration has the authority to change the contents of any handbook so long as the changes are consistent with board policy.

None of the district’s handbooks creates a “contract” between the school district, staff members, parents or students.

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

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3027

Resolution of Conflicts Between Parents Over School Issues

It is in students' best educational interests to have parents work cooperatively with each other and with school personnel regarding their children's education. In certain circumstances, parents disagree with each other regarding their children's education or other issues involved with the school district. Though such disagreements typically occur with separated or divorced parents, this regulation is not limited to those circumstances.

1) Obtaining Records and Conferring with Teachers.

All parents can obtain their children's records and meet with their children's teachers regardless of custody or visitation rights unless a court enters an order otherwise or their parental rights have been terminated. The district will not schedule separate parent-teacher conferences absent extraordinary circumstances.

2) Accessing a Child at School/Picking Up a Child.

School personnel will neither interpret nor enforce court orders governing the relations between separated or divorced parents unless the court order terminates the parental rights of a parent, limits a parent to supervised visitation with minor children or otherwise specifically limits the parent's access to the child at school. In all other circumstances, parents may contact their child while at school or pick a child up from school at any time. School staff are not responsible for enforcing visitation schedules contained in any court order to which the school district is not a party.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3028
Sex Offenders

The safety of the students attending school is very important to the board of education. School employees, parents, and students should be aware of dangers posed by sex offenders living within the school district, and should be vigilant in providing protection against these dangers.

The Nebraska Legislature has enacted the Nebraska Sex Offender Registration Act. The Act requires sex offenders to register with the local county sheriff where they reside. The school district shall notify certified staff members of any registered sex offenders residing in the school district. Such notice shall contain information about the availability of further information on the State Patrol's web page, and shall inform the recipient of the prohibition against using the information for any retaliatory purpose against the sex offender, the offender's family, or the offender's employer. Only information deemed non-confidential pursuant to NEB. REV. STAT. §§ 29-4006 and 29-4009 will be disclosed in the aforementioned notification.

The board does not generally permit registered sex offenders on school grounds, at any school sponsored activity, or on any property under the control of the school district. The superintendent or his/her designee is hereby empowered to notify sex offenders of this policy and to grant limited permission to attend certain activities on a case-by-case basis.

Students who are registered sex offenders shall not be precluded from receiving a free education from the school district on that basis. The school district will consider a student's status as a registered sex offender in determining the student's educational placement and program.

Adopted on: June 17, 2024
Revised on: _____
Reviewed on: _____

3029
Distribution of Flyers Advertising Non-School Organization
Activities

As students can derive social and educational benefits from activities sponsored by non-school organizations, groups or individuals, the district will distribute flyers advertising activities of non-school organizations that meet the requirements set forth below:

1. The flyer may not contain statements that are obscene, lewd, vulgar, profane; violate federal, state or local laws or regulations; violate board policy; advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and substantial danger to the health or welfare of students, such as tobacco, alcohol or illegal drugs; incite violence; advocate use of force or urge violation of federal, state or municipal law, district policy or regulations; interfere with or advocate interference with the rights of any individual or the orderly operation of the schools and their programs.
2. The non-school organization must contact the district office to (a) inform the district that it wishes to have flyers distributed to students and (b) obtain a date from the office on which the flyers will be delivered.
3. The non-school organization must provide a sufficient number of copies of the flyer and must deliver them to the district at least three days before the date the flyers are to be distributed.
4. The flyer may not advertise any activity which will take place during instructional time or during school-sponsored activities.
5. The flyer must include a statement explaining that the organization is not affiliated with or endorsed by the district.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3030 Automatic External Defibrillator (AED) Program

An automatic external defibrillator (AED) is a portable device used to induce electrical stimulation to the heart muscle in the event of a potential cardiac arrest. The school district has a limited number of AEDs in its facilities. The location of the AEDs will be determined by the AED Program Coordinator in consultation with members of the school district administration and the local fire/EMS department. The presence of AEDs in certain locations in selected district buildings does not imply that AEDs will generally be available in all locations or in all district buildings. Likewise, the district does not make any promise, express or implied, that a trained staff member will be available to operate the AED in the event of a potential cardiac arrest.

1. Equipment

Equipment shall be an automated external defibrillator in working condition that meets standards established by the Federal Food and Drug Administration and is in compliance with the manufacturer's maintenance schedule. Gifts, grants and donations, including in-kind donations, designated for obtaining an automated external defibrillator, or for inspection, maintenance or training in the use of an automated external defibrillator will be accepted and placed into a special district account to assist in obtaining and maintaining AEDs.

When the school acquires an AED it will notify the local emergency medical service of the existence, location, and type of the AED, and will notify EMS of any change in the location of such defibrillator. If an AED is located in a bus or other school vehicle, only the primary site where the vehicle or object is located will be reported to EMS.

2. Program Coordinator

a. The School District's AED Program Coordinator is School Nurse.

b. The Program Coordinator shall:

- Consult with the school's administration and the medical advisor to develop a written protocol for the use of AEDs, and post such protocol near each AED

- Select employees for AED training
- Arrange for appropriate training of anticipated users at least annually
- Maintain a training schedule that includes the names of those trained and dates both of current training and dates for recertification.
- Check equipment according to the manufacturer's guidelines and take appropriate action in the event of any variance or need
- Maintain on file a specification sheet on each approved AED model
- Monitor the effectiveness of this system
- Communicate with medical director on issues related to medical emergency response program including post-event reviews
- Coordinate with the local fire department and police department
- Take appropriate steps after an AED event, including sharing of data with appropriate medical and EMS personnel, cleaning, replacing or recharging components of the AED as appropriate.

3. Medical Oversight

a. The medical advisor of the AED program is _____, MD.

b. The medical advisor has ongoing responsibility for:

- Providing medical direction for use of AEDs
- Writing a prescription for AEDs
- Reviewing and approving guidelines for emergency procedures related to use of AEDs and cardio pulmonary resuscitation

- Evaluation of post-event review forms and digital files downloaded from the AED

4. Volunteer Responders

Anyone may, at their discretion, provide voluntary assistance to victims of medical emergencies. The extent to which these individuals respond shall be appropriate to their training and experience, and may include CPR, AED or medical first aid.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3031
Students Electing to Attend School in Adjoining State

The board shall deny applications of students seeking to attend school in an adjoining state. The board shall make an exception to this policy only upon a showing by the student's family that (1) the student will suffer extreme and unusual harm if not allowed to attend school in an adjoining state; or (2) the district's financial circumstances will be unaffected by the out-of-state transfer.

This policy shall not apply to out-of-state placements of students with verified disabilities by their Individualized Education Plan Teams.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3032

Copying Fees for School District Records

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

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

- Black and white letter or legal-sized photocopies: No charge for the first 10 copies; 5 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 25 pages; 5 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

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

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

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

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first 10 copies; 5 cents for each copied page thereafter.

- Computer data printouts: No charge for the first 25 pages; 5 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3033

Lending Textbooks to Children Enrolled in Private Schools

The school district shall make textbooks available to private school children who reside within the district or are otherwise entitled to borrow them pursuant to statute and 92 Nebraska Administrative Code, section 4. The district is obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose. As used in this policy, "textbooks" shall have the definition adopted by the Nebraska State Board of Education in Rule 4.

The district shall make a request for funds by filing an application on the form prescribed by the Department of Education no later than February 15th prior to the school year for which the application is made. The application shall include: the number of applications received; the number of textbooks requested; the number of textbooks needed to be purchased to fill the requests; the purchase price of the textbooks needed to be purchased which may include up to 5% of the cost to defray administrative expense; the title, purchase price, and number requested of each textbook including any shipping or handling charges; and if applicable the amount of carryover funds remaining from the previous year, amount of funds on hand from sale of unused textbooks, and amount of funds on hand from reimbursements for damaged textbook.

Textbooks which have not been requested for three consecutive years may be classified as unused and disposed of by sale or otherwise.

On or before November 15th, the district shall prepare a list of textbooks that are designated for use in the district during the current year and a list of new textbooks designated for use the following school year. The lists shall be kept current and in a place where they may be viewed during regular business hours. The district shall maintain a separate inventory of textbooks purchased for the use of private school children residing in the district.

Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15th prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years. It shall notify the parents and guardians at least 10 days prior to the start of school when and where the textbooks will be available. It shall make

textbooks available to parents or guardians on or before August 15th. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.

Parents and guardians shall sign a receipt on the form prescribed by the Department of Education when they pick up the textbooks and shall return the textbooks that can be returned no later than 15 days after the district's last day of class. The district shall assess the returned textbooks for damage beyond normal wear and tear. The parent or guardian who signed the receipt is responsible for paying the reasonable cost of the repair or replacement of any book that is damaged, lost, stolen, or not returned.

The school district shall limit the loan each year to ten textbooks per student for students in grades K-6 and to eight textbooks per student for students in grades 7-12.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3035

Chain of Command – District Administration

The superintendent shall be in control of all school district operations except as provided by another policy or as otherwise provided by law. Following is the administrative chain of command working from the lowest level on the chain upward.

Student Discipline:	<ol style="list-style-type: none">1. Classroom Teacher2. Principal/Dean of Students3. Superintendent
Instruction or Curriculum:	<ol style="list-style-type: none">1. Teacher2. Transportation Director3. Principal4. Superintendent
Transportation:	<ol style="list-style-type: none">1. Bus Driver2. Principal/Assistant Principal3. Superintendent
Facilities, Grounds, or Maintenance:	<ol style="list-style-type: none">1. Custodial staff2. Facilities Manager3. Principal4. Superintendent
Policy or Handbook:	<ol style="list-style-type: none">1. Principal2. Superintendent
Athletics:	<ol style="list-style-type: none">1. Coach2. Athletic/Activities Director3. Principal4. Superintendent
Personnel:	<ol style="list-style-type: none">1. Employee in question2. Principal3. Superintendent
All Other Matters	<ol style="list-style-type: none">1. Building Principal2. Superintendent

Absent extraordinary circumstances, each matter must be addressed at whatever level the initial action occurred. If the matter is not resolved, the

individual may raise it with the next person on the chain of command. This policy does not supersede any individual's right to contact Board members directly. However, whenever a matter is brought directly to the Board as a whole or to a Board member as an individual, it will be referred to the appropriate individual in the chain of command for study and resolution. The most effective means of initial communication is a personal conference, e-mail, or telephone conversation. E-mail addresses and phone numbers can be found on the school district's website at centuraps.org.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3036

Purchasing (Credit) Card Program

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

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee.

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

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

Documentation. Employees seeking reimbursement for a purchasing card purchase shall submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Employees shall maintain copies of any documentation submitted to the school district.

Suspension or Termination of Privileges. The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account shall be immediately closed and he or she shall return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation

shall be considered unauthorized, and the individual making the purchase shall reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

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

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

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3037 Petty Cash

The elementary school, secondary school, and school district office each shall have a petty cash fund for the purchase of materials, supplies, services, or other school related goods and services in circumstances requiring immediate payment.

Fund Custodians. The amount of each fund will not exceed \$100. The individuals holding the following employment positions shall be the custodians of each petty cash fund and shall administer and be responsible for them:

Elementary School:	<u>Elementary Principal</u>
High School:	<u>Secondary Principal</u>
District Office:	<u>Business Manager</u>

Petty fund disbursements may only be made with the authorization of the petty cash fund custodian or the superintendent.

Documentation. All petty cash fund disbursements are to be supported by an itemized receipt or other sufficient evidence that documents the expenditure. The itemized receipt or supporting documentation shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district. Expenses will be assigned to the proper budget account.

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

Purchase Review Procedures. The superintendent, or his or her designee, and the school district treasurer shall conduct independent reviews of petty cash fund expenditures on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with petty cash fund

documentation that includes a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided by board policy or as otherwise allowed by law.

Reconciliation and Closeout. Each petty cash fund will be reconciled by the school district treasurer and closed out at the end of the fiscal year (June 30th). The petty cash fund will be reestablished by the board of education at its July meeting or at such other meeting as determined by the board.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3039

Threat Assessment and Response

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
 - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
 - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
 - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
 - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.

- ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

2. Obligation to Report Threatening Statements or Behaviors.

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

3. Threat Assessment Team

The threat assessment team (team) shall consist of administrators and members of the district safety and/or crisis teams. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

4. Threat Assessment Investigation and Response

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

5. Communication with the Public about Reported Threats

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

6. Coordination with the Crisis Team After Resolution of Threat

The threat assessment team will confer with the district’s crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district’s All-Hazard School Safety Plan.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3040 School Safety and Security

In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

I. General Safety and Security

a. NDE Rubric

The District will meet at least the minimum requirement for each school safety and security standard indicator adopted by the Nebraska Department of Education.

b. School Hours

- i. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
- ii. If, during a crisis situation, the parent(s) or guardian of a student decide that the student needs to be absent, this absence will be excused.

c. Access to School Facilities

- i. The school's facilities may not be used for funeral or memorial services during the school day.
- ii. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

d. Memorials

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be displayed anywhere on school premises.

- ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

II. Superintendent's Duties Related to Safety and Security

a. Appointment of Crisis Team

The Superintendent shall appoint members to serve on the school district's crisis team. The superintendent may, but is not required, to include representatives from the following groups on the crisis team:

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Information technology staff
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)
- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

b. Compliance with Fire and Safety Codes

The Superintendent will ensure that the school district meets all current fire and life safety codes or is in the process of coming into compliance.

c. Annual Safety Audits

The Superintendent will arrange for the performance of an annual safety audits using an external consultants utilizing the standardized audit protocol adopted by the Nebraska Department of Education.

d. Mutual Aid Agreements

The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas when possible with appropriate local entities.

III. Building Principals' Duties Related to Safety and Security

a. Positive and Safe Learning Environment

Each building principal shall implement a school-wide behavior process to create a positive and safe learning environment.

Each building principal shall conduct training on and require enforcement of the district's anti-bullying and dating violence policies.

Each building principal shall ensure that staff complete the required suicide prevention training as required by board policy.

Each building principal shall require staff to engage in active supervision of students at all times

b. Visitor Protocol.

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for possible exclusion from school facilities pursuant to board policy.

c. Emergency Drills

Each building principal must ensure that the following drills are conducted in his/her building:

- i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

Each building principal must also conduct any non-required drills recommended by crisis team.

Each building principal shall conduct a performance review of each of the drills conducted pursuant to this policy. This review does not have to be in writing.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

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Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3041

Crisis Team Duties

The crisis team is responsible for planning for the safety and security of the school, staff, and students. The teams will respond to and manage any safety or security incident that occurs in the school setting or which has the potential to disrupt the orderly operation of the school system.

1. Membership on and Chair of Team

The superintendent will appoint members to serve on the crisis team.

If the superintendent does not serve on the crisis team personally, he/she shall appoint an individual to serve as the chair of the crisis team. The chair of the crisis team shall have the responsibility of scheduling crisis team meetings, documenting crisis team actions and reporting to the board at least annually on the district's All-Hazard School Safety Plan and other activities of the crisis team.

2. Meetings of the Crisis Team

The crisis team will meet at least twice annually with representatives from local law enforcement and local fire and rescue personnel. At these meetings, the team will coordinate with local agencies to prepare for and communicate about a variety of real world scenarios.

The crisis team will meet at such additional times as necessary to fulfill the duties given to it pursuant to this policy.

3. School Self-Assessment

The crisis team shall conduct the self-assessment created by the Nebraska Department of Education as part of its School Safety and Security Standards. This assessment shall be conducted for each school building. The team shall report the results of this self-assessment to the superintendent and to the board of education.

Either the superintendent or the chair of the safety committee will also report the results of the self-assessment to the Nebraska Department of Education.

4. All-Hazard School Safety Plan

The crisis team will create an All-Hazard School Safety Plan. The plan must be customized to the needs of each of the school district's buildings. The plan must include all of the components required by the School Safety and Security Standards adopted by the Nebraska Department of Education, and shall meet at least the minimum indicators set by those Standards.

The crisis team shall share a copy of the district's All-Hazard School Safety Plan with local authorities and first responders.

The chair of the crisis team shall provide a copy of the district's All-Hazard School Safety Plan to the NDE Security Assessor at least one-week prior to the assessor's scheduled visit to the district.

5. Standard Response Protocol (SRP)

Crisis team shall be knowledgeable about the Standard Response Protocol promoted by the "I love u guys" Foundation.

The crisis team will coordinate with members of the administrative team to arrange for all students, employees and other individuals who routinely use the district's facilities to receive SRP training and guidance.

The crisis team will assess the need for SRP to be implemented at off campus locations where students may be present for school activities.

The crisis team will confer with individuals knowledgeable about students, staff or patrons who may have special needs in order for those individuals to be able to understand and implement the SRP.

6. Consultation With Building Principals

The crisis team shall confer with the principal of each building within the district to ensure that visible signage is present in each building which meets the needs of local emergency responders

The crisis team will review the utility of non-required drills in light of the needs and unique circumstances present within each building within the district. Non-required drills recommended by NDE include lock-down, lock out, evacuation, shelter and reunification process. The crisis team will consult with building principals to review both required and non-required drills.

7. Consultation with Threat Assessment Team

The crisis team will consult with members of the threat assessment team to determine if the district’s All-Hazard School Safety Plan has been appropriately implemented and if it should be modified or updated.

8. Review of Training

The crisis team shall review the training which the school system provides for specified employees in required areas to comply with local, state, and federal regulations.

The crisis team shall also review any non-required training which could be provided to appropriate staff to increase the safety and security of the school district and its students, staff and patrons. If the team believes such non-required training would be beneficial, it shall recommend to the superintendent that the training be provided to the identified staff member at district expense.

9. Communication with School Community and Stakeholders

The crisis team will work continuously to improve communication with the school community and relevant stakeholders. This communication shall include, but not be limited to, the communication strategies and protocols identified in the district’s All-Hazard School Safety Plan.

10. Communication with the Board of Education

The crisis team will report to the board at least annually on its activities. This report may be included as part of the superintendent’s report at a regular board meeting.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3042
Construction Management at Risk Contracts

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

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

Definitions. For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;
3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;
4. Request for proposals means the documentation by which a school district solicits proposals; and
5. School district means Centura Public Schools.

Procedures.

1. Procedures for the preparation and content of requests for proposals shall include the following:

- A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education. The request for proposals shall contain, at a minimum, the following elements:
1. The identity of the school district for which the project will be built and the school district that will execute the contract;
 2. Policies adopted by the school district pursuant to the Act;
 3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 4. Any bonds and insurance required by law or as may be additionally required by the school district;
 5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
 6. The criteria for evaluation of proposals and the relative weight of each criterion; and
 7. A description of any other information which the school district chooses to require.
2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project

basis and included within the requests for proposals.

3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:
 - A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.
 - B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
 - (1) The financial resources of the construction manager to complete the project **(up to ten percent)**;
 - (2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager **(up to thirty percent)**;
 - (4) The quality of performance on previous projects **(up to thirty percent)**;

- (5) The ability of the construction manager to perform within the time specified **(up to thirty percent)**;
- (6) The previous and existing compliance of the construction manager with laws relating to the contract **(up to ten percent)**; and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

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

- C. The school district shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.
4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:
- A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
 - B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
 - C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
 - D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
 - E. If the school district is unable to negotiate a satisfactory

contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.

- F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:
- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
 - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
 - B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:
 - (1) The name and address of the interested party;

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

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the school district.

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

the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

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

6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

Prohibitions. The school district shall not use a construction management at risk contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3043 Design-Build Contracts

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

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

Definitions. For purposes of this policy:

1. Board means the District's Board of Education.
2. Department means the Nebraska Department of Education.
3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.
5. District means Centura Public Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under

a DB Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.

8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.
9. Proposal means an offer in response to a Request For Proposals ("RFP") by a Design-Builder to enter into a DB Contract for a project pursuant to the Act.
10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.
11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.
12. Superintendent means the District's Superintendent of Schools.

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

1. **Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.**
 - A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:

- (1) A general description of the Design-Build project;

- (2) Directions regarding how interested persons or organizations can apply for consideration by the District;
 - (3) The date by which persons or organizations must submit their applications; and
 - (4) A statement that any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
- B. To apply to be the District's PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.
- D. The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.
- E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.

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

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

- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

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

- J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.
- K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.
- L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.
- M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

2. Procedures and standards to be used to prequalify Design-Builders.

- A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:
 - (1) Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest;
 - (2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
 - (3) Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.

- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

3. Procedures for the preparation and content of RFPs.

- A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:
 - (1) The identity of the school district for which the project will be built and will execute the Design-Build Contract;
 - (2) A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
 - (3) The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 - (4) A project statement which contains information about the scope and nature of the project;
 - (5) Project Performance Criteria;
 - (6) Budget parameters for the project;

- (7) Any bonds or insurance required by law or as may be additionally required by the District;
- (8) The criteria for evaluation of Proposals and the relative weight of each criterion;
- (9) A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- (10) A requirement that the Design-Builder agree to the following conditions:
 - (i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - (ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - (iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
 - (iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
 - (v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the Act; and
- (11) Other information the District chooses to require.

- B. At least 30 days prior to the deadline for receiving and opening Proposals, the notice of the RFP shall be:
 - (1) Published in a newspaper of general circulation within the District;
 - (2) Filed with the Department; and
 - (3) Sent by first-class mail to the prequalified Design-Builders only.

4. Procedures for preparing and submitting Proposals.

- A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C. Proposals may be withdrawn at any time prior to acceptance.
- D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

5. Procedures for evaluating Proposals.

- A. The District may only proceed to negotiate and enter into a DB Contract if there are at least two proposals from prequalified Design-Builders.
- B. The District shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the District. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a design-builder under the Act, and (5) a resident of the District other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a design-builder who has a proposal being evaluated and shall not be employed by the District or the school's architect or engineer.

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

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

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

D. The District shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

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

- A. The District may attempt to negotiate a DB Contract with the highest ranked Design-Builder selected by the Board and may enter into a DB Contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor.
- C. If the District is unable to negotiate a satisfactory DB Contract with the highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a DB Contract with that Design-Builder after negotiations.
- D. If the District is unable to negotiate a satisfactory DB Contract with the second highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a DB Contract with that Design-Builder after negotiations.
- E. If the District is unable to negotiate a satisfactory DB Contract with any of the ranked Design-Builders, it may either revise the RFP and solicit new Proposals or cancel the design-build process.
- F. If the District is able to negotiate a satisfactory contract with a design-builder, the District shall file a copy of all design-build contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the design-builder shall file a copy of all contract modifications and change orders with the State Department of Education.

7. Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of DB Contracts.

- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
 - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

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

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

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

C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was

received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

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

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

9. Projects Excluded. The District shall not use a design-build contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3044 Incidental or De Minimis Use of Public Resources

The board prohibits its members and employees from using public resources for personal or political purposes as prohibited in the Nebraska Political Accountability and Disclosure Act ("Act"). However, the board recognizes that incidental or de minimis uses of public resources are sometimes necessary and within reason. The purpose of this policy is to comply with the Act and to authorize certain uses of public resources as permitted by the Act.

The following uses of public resources are permitted as incidental or de minimis:

- Limited communications with family members or other non-district employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, with interference determined in the sole and unfettered discretion of an employee's supervising administrator;
- Traveling to or from the person's home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervising administrator, who is authorized to make that determination under this policy;
- Making a limited number of copies of personal documents when the person cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the district's digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Any other uses contained in the collective bargaining agreement or individual contract of the employee;
- Other uses by employees authorized by the superintendent or superintendent's designee. The board intends to allow the superintendent to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act; and
- Other uses by the superintendent or board members authorized by the

board president. The board intends to allow the board president to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act

All uses pursuant to this policy must be (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. It is the responsibility of each board member or employee to account for their own tax liability, and the district will not indemnify or account for any personal use of public resources by the board member or employee.

All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3045 Use of Sniffer Dogs

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

Protocol for Use of Sniffer Dogs

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer

dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

NOTICE TO STUDENTS AND STAFF

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Adopted on: June 17, 2024

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. When a request to be accompanied by a service animal is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

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.

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. When a request to bring a therapy animal to school is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

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.

Adopted on: June 17, 2024

Revised on: October 7, 2024

Reviewed on: _____

THERAPY ANIMAL REQUEST FORM

Date

School Building

Employee/Owner

Type of Animal: _____

Name of Animal: _____

Is the animal certified? Yes No

Has the animal received any training or certification (such as AKC Canine Good Citizen)?
 Yes No

If yes, please provide details (attach any certifications or proof of training):

Is the animal current on all required immunizations and vaccinations?
 Yes No

Does the animal have an ID that indicates it is a therapy animal?
 Yes No

I have attached the following documentation:

- Proof of current licensure
- Proof of current vaccinations and immunizations from a licensed veterinarian
- Declaration page indicating adequate liability insurance coverage

I have read and understand the school district's Animal Policy. I will abide by the terms of that Policy. I understand that if the therapy animal is out of control, not housebroken, presents a threat to others in the school, or otherwise interferes with the educational process, the school district may exclude or remove my therapy animal from school district property.

I agree to be responsible for any damage to school property or injury to personnel, students, or others caused by the animal. I agree to indemnify, defend, and hold harmless the school district from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my therapy animal.

Owner Signature

Date

APPROVAL

School Official Signature

Date

Printed Name: _____

Title: _____

Note: This form is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different therapy animal will be used.

THERAPY ANIMAL REQUEST FORM

Date

School Building

Employee/Owner

Type of Animal: _____

Name of Animal: _____

Is the animal certified? Yes No

Has the animal received any training or certification (such as AKC Canine Good Citizen)?
 Yes No

If yes, please provide details (attach any certifications or proof of training):

Is the animal current on all required immunizations and vaccinations?
 Yes No

Does the animal have an ID that indicates it is a therapy animal?
 Yes No

I have attached the following documentation:

- Proof of current licensure
- Proof of current vaccinations and immunizations from a licensed veterinarian
- Declaration page indicating adequate liability insurance coverage

I have read and understand the school district's Animal Policy. I will abide by the terms of that Policy. I understand that if the therapy animal is out of control, not housebroken, presents a threat to others in the school, or otherwise interferes with the educational process, the school district may exclude or remove my therapy animal from school district property.

I agree to be responsible for any damage to school property or injury to personnel, students, or others caused by the animal. I agree to indemnify, defend, and hold harmless the school district from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my therapy animal.

Owner Signature

Date

APPROVAL

School Official Signature

Date

Printed Name: _____

Title: _____

Note: This form is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different therapy animal will be used.

3047
Data Breach Response

I. Preparation

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

A. Data Governance

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

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. Staff members with access to district devices,
4. Staff members with active usernames and passwords for any district software.

B. New Devices and Software

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

II. Incident Response Plan

A. Assessment and Investigation

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.
2. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that

personal information has been or will be used for an unauthorized purpose.

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

B. Notification of Effected Individuals

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.
2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

C. Notification of Law Enforcement and Outside Organizations

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.
2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

Adopted on: June 17, 2024
Revised on: _____
Reviewed on: _____

3048 Communicable Disease

The school district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases.

Communicable Diseases. Communicable diseases are defined by the Nebraska Department of Health and Human Services in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis.

School Attendance and Participation in School Sponsored Activities. A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School Athletic Association (NSAA) events will be subject to its rules and procedures, if any.

Infection and Exposure Control Procedures/Universal Precautions. The district will monitor the information available through the Federal Centers for Disease Control, the Nebraska Department of Health and Human Services, and the Occupational Safety and Health Administration. This policy and any procedures, universal precautions, or exposure control plan will be modified, if appropriate, based upon the best new medical information provided by the above sources.

The superintendent will take appropriate measures if there is an epidemic or outbreak of a communicable disease which may include, but it's not limited to, the emergency exclusion or alternative placement of students or the closure of a school building or the entire school district.

Confidentiality. The existence of an individual's communicable disease shall be treated as confidential and will be limited to school staff on a "need-to-know" basis. If it is necessary to inform a person of another's condition (due to exposure, for instance), the person will be notified of the confidentiality of that disclosure. In addition, any communication about a student's

communicable disease shall be consistent with that student's IEP or Section 504 Plan, if any.

Staff Training. Staff will receive training regarding communicable diseases and the requirements of this policy and any adopted procedures as part of the training received under the Workplace Injury Prevention and Safety Committee policy.

Reporting. School staff who learn that an individual has a communicable disease will report it to the proper authority as required by Title 173 Nebraska Administrative Code Chapter 1

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3049

Drones and Unmanned Aircraft

Drones, Unmanned Aircraft Systems, and any other such vehicles (“drones”), which are not operated for purposes of district programs or activities, may not be operated on or above district property without the prior written permission of the superintendent or designee. Any authorized use of drones must comply with all state and federal regulations governing the operation of drones, including FAA regulations.

Drones owned by the district or operated on or above district property with permission must be operated:

1. In compliance with this policy and all other district policies;
2. Only outside the school building(s) in the area authorized or designated by the superintendent or designee;
3. Under the direct supervision of an individual fully trained and skilled in the system’s operation;
4. By an individual with the requisite skill and training to safely operate the drone; and
5. Consistent with any other limitations imposed by the superintendent or designee.

Any monitoring or recording of picture, video, or audio by a drone must have the prior written permission of the superintendent or designee and comply with all board policies governing recordings, data, and records.

Any unauthorized use of a drone is strictly prohibited. Devices used in a manner that does not comply with this policy or applicable state and federal law may be confiscated and the operator may be subject to discipline, civil liability, or criminal liability.

Adopted on: June 17, 2024

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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 used in the classroom, under supervision of a staff member. Teachers who wish to bring a device into the classroom on a regular or permanent basis, should inform the principal before deploying the device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be used 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. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that uses "listen-in" functionality must have that function disabled while the student using the device is in a district classroom. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.
3. 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. The district may at any time direct that a teacher discontinue use of a given device.

- B. 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.

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Revised on: _____

Reviewed on: _____

3051 Opioid Overdose Prevention and Response

The district will maintain an opioid antagonist in its schools, specifically naloxone, otherwise known by its brand name Narcan. Pursuant to Nebraska law and the Naloxone Standing Order issued by the Nebraska DHHS, Division of Public Health, the board will permit school nurses, trained school staff, or other individuals qualified by law to administer naloxone to any person at school or a school event displaying symptoms of an opioid overdose.

This policy shall not create a duty on the part of the school district and/or its personnel to administer naloxone. School representatives will not administer naloxone under the following circumstances:

- a. Naloxone is not available during the overdose emergency;
- b. There is no individual available who is qualified to administer naloxone; or
- c. School representatives are uncertain as to whether an opioid overdose is occurring.

Nothing in this policy is intended to regulate, restrict or otherwise deter a law enforcement officer, emergency medical technician, volunteer fire fighter, licensed medical professional or other authorized individual from administering his/her own supply of naloxone when responding in good faith to a suspected drug overdose occurring on school district property or at a school-sponsored event.

Procurement and Storage. The superintendent, in consultation with the school's nursing staff, will make the necessary arrangements to obtain naloxone. The naloxone will be stored unlocked in the nurses' office(s). The superintendent, in consultation with the school's nursing staff, will reorder naloxone.

Naloxone that is nearing its expiration date will be replaced. The school nurse shall maintain a log of naloxone supplies consistent with the district's practices for logging other medications.

Training. Licensed health care professionals and school resource officers employed on the high school and middle school levels shall all complete an approved naloxone training prior to carrying and/or administering naloxone. Other school staff members may be trained as determined by the administration. Once trained, staff members shall

review the DHHS standing order and applicable naloxone administration protocols as needed.

Recordkeeping and Reporting. Any individual who administers naloxone on behalf of the school district will promptly notify the building principal and superintendent of the facts and circumstances surrounding the drug overdose incident. The administration of naloxone to any student will be documented in his/her cumulative health record. The administration of naloxone to any staff member will be documented in his/her personnel file.

Adopted on: June 17, 2024

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 \$10,000, 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 \$5,000

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 \$5,000 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 180 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 \$10,000

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 \$10,000 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: June 17, 2024

Revised on: _____

Reviewed on: _____

3053 Nondiscrimination

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

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

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

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

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

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

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

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

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

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

The Pregnant Workers Fairness Act (PWFA) – requires covered employers to provide reasonable accommodations to qualified

employee's or applicant's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

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

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

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

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

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

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

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

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

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

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

Adopted on: June 17, 2024

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 Howard County Sheriff 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: June 17, 2024

Revised on: _____

Reviewed on: _____

3055 School Resource Officers

The school district must have in effect a memorandum of understanding (MOU) with any law enforcement agency or any security agency prior to using the services of a school resource officer (SRO) or security guard. The MOU shall comply with all state law requirements.

Employer. The SRO or security guard are employees of the law enforcement agency or security agency.

Required Training. Each SRO and security guard and at least one administrator in each elementary or secondary school where an SRO or security guard is assigned must attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.

Prosecution Referral Records. The district must create and maintain records on each student referral for prosecution from an SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event. The records must allow for analysis of related data and must include the reason for the referral and the federally identified demographic characteristics of each student.

Parent or Guardian Notification. School officials are not required to notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by a school official. School officials will notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by an SRO or security guard operating in conjunction with a school official as provided in the school's separate policy regarding investigations, arrests, and other student contact by law enforcement, Health and Human Services, or other child welfare agencies.

Rights Advisement. School officials will not advise students of any constitutional rights before student questioning or interrogation. The advisement, if any, shall be made by the SRO or security guard as provided by their agencies' policies and procedures.

Referral to Law Enforcement for Prosecution. The school district's student discipline policy is the school policy required by state law that addresses the student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not referred to law enforcement.

Restraint and Seclusion. The school district's restraint and seclusion policy applies to the use of restraint and seclusion on students by school district employees. SROs and security guards that are not employees of the school district are not governed by the school district's restraint and seclusion policy. Instead, they will be governed by the restraint and seclusion policies, practices, and procedures implemented by their employers.

Filing and Posting the MOU. The superintendent shall provide a copy of any initial MOU entered into under this policy to the Nebraska Department of Education (Department) or post a copy on the school district's website within three months of its adoption. The superintendent shall thereafter file any changes to the MOU with the Department or post it on the school district's website no later than January 1st of each year.

Complaint Process. Any student or parent who wishes to express a concern or file a complaint about an SRO or security guard and the practices of the SRO or security guard must follow the school district's complaint procedure.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3056 Guest Speakers

The school board recognizes that guest speakers with demonstrated expertise in areas of interest to the school district and its students may enrich the students' educational experiences. The school district has adopted this policy to ensure that the messages provided by outside speakers do not conflict with school district policies, the fundamental values of a public school education, or the legal limitations placed on public school districts. Individuals who wish to invite a guest speaker must follow the procedures outlined below.

Classroom or School-Sponsored Activity Guest Speakers. Teachers or activity sponsors who desire to invite a guest speaker to address his or her class or activity members must:

1. Research the guest speaker, have a clear understanding of the guest speaker's purpose and message, and determine that the speaker's message complies with the school district's policies and fundamental values.
2. Complete a Guest Speaker Request Form and submit it to the building principal at least 7 days prior to the proposed appearance.
3. Notify the main office of name, time, and date of the guest speaker's appearance (if the request is approved).
4. Notify parents of the name, time, date, and topic and summary of the presentation at least 3 days before the presentation (if the request is approved).
5. Require the guest speaker to submit a copy of any visual or written materials to the employee at least 24 hours prior to any presentation. The employee shall submit the materials to the principal upon receipt.
6. Prepare students in advance for the experience.
7. Inform the guest speaker that students or employees may ask challenging questions or offer differing viewpoints.
8. Terminate the presentation if the speaker fails to limit his or her remarks to the subject on which he or she has been invited to speak.
9. Remain with the speaker and students to facilitate and monitor the discussion.

10. Provide appropriate follow-up activities and education.

Assembly Speakers. Employees who desire to invite a guest speaker to address staff or students at an assembly must follow the identical procedures outlined above. In addition, the employee must submit the Guest Speaker Request Form to the superintendent at least 14 days prior to the proposed appearance and the speaker submitted materials upon receipt.

Request Consideration. The administrator(s) must research the guest speaker and determine that the speaker's message complies with the school district's policies and fundamental values. If it does not comply, the administrator will reject the request. If it does comply, the administrator shall then consider the following factors when approving or denying the request:

1. The guest speaker's ability to appropriately and adequately address the topic with the students based upon the speaker's education, training, expertise, or other qualifications.
2. The materials submitted by the guest speaker.
3. The educational value to students of the presentation.
4. The relevance of the presentation to the class, activity, or school's educational mission.
5. Whether the topic of the presentation is appropriate for the students' ages and level of maturity.
6. Whether the speaker has a history of providing factual information in a fair and balanced manner or if he or she has previously advocated for a particular position or espoused personal opinion, bias, or partisanship.
7. Whether the speaker's proposed presentation is consistent with the fundamental values of a public school education and/or encourages the fundamental values, habits, or manners of civility.
8. Whether the speaker's proposed presentation will satisfy the Nebraska Department of Education's accreditation, curriculum, or standards requirements or recommendations.

The administrator shall notify the employee of his or her decision.

Controversial Issues. If the employee or administrator determine that the guest speaker's topic or presentation is partisan or controversial but will still be of benefit to the students, (1) the employee and administrator will work

with the guest speaker to develop a plan that will allow the issue to be presented in an objective and unbiased manner and/or (2) the employee and administrator will develop a plan that will allow opposing viewpoints to be presented. The employee will notify students and their parents at least 7 days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

Other Requirements. The inviting employee or appropriate administrator may interrupt or stop the presentation if it violates this or any other school policy.

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____

3057 Title IX

Nondiscrimination. The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, 201 N Hwy 11, Cairo, NE 68824, atomjack@centuraps.org, (308) 485-4258. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: centuraps.org. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

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

The school district prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link: <https://www.centuraps.org/board-of-education>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Response to Sex-based Harassment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Generally relevant evidence is permissible, but does not include:

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

Determining Whether Sex Discrimination Occurred. The school district will:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: June 17, 2024

Reviewed on: _____

Revised on: _____

3058 Naming School Facilities and Property

The purpose of this policy is to establish the criteria and procedures for naming and renaming school district facilities or property.

Authority. The board shall have the authority to name all school district facilities or property. The board reserves the right to refuse to name any facility or piece of property and to make name changes at any time.

Definition. “Facilities or property” means any physical structure owned by the school, including any new, existing, or leased building; a wing of a building; any room; or other significant features or portion thereof such as a fountain, monument, plaza, garden, landscaped area, street, running course, running track, playing field, practice field, playing court, practice court, bench, memorial, or stage.

Committee or Administrative Review. Prior to formal naming action by the board, the matter may be referred to the superintendent or a school committee for consideration, review, and recommendation to the board.

Naming Criteria. The district may name facilities or property after the community, subdivision, or street on which the school is located; the geographic location of the school; or any significant landmark. The district may name facilities or property for an individual, family, or entity meeting at least one of the following criteria:

1. A faculty member, staff member, board member, alumni, volunteer, or other community member who has made an outstanding contribution to education, humanity, or community; or have displayed outstanding leadership; or be a person of historical significance; and who has been deceased for at least five years;
2. Financial donors who make a significant financial contribution to the school generally or to a specific school activity or program; and
3. Financial donors who make a significant financial contribution toward the construction of a new facility/property or facility/property renovation.

The district will not grant a naming right without the informed consent of the named party or his/her/its authorized representative.

Due Diligence Review. The board or its designee shall conduct a due diligence review of any proposed facility or property name to consider whether it is and will continue to be a positive and appropriate reflection on the school,

whether the name conforms with the purpose and mission of the school, and whether there are any conflict of interest issues. The board or its designee shall also consult with district legal counsel to ensure that any proposed name complies with applicable policies, laws, and regulations and to determine if any proposed name would have an adverse impact on existing or future tax-exempt bond issues.

Renaming Facilities. Once established, the name of school district facilities or property generally shall not be changed absent compelling reason to do so as determined by the board. Compelling reasons include, but are not limited to, the person or entity or any of its officers, agents, or employees committing any act or doing anything which might tend to bring the person or entity or any of its officers, agents, or employees into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on the district or if the continued use of the name is contrary to the educational mission of the district. The named party may, without refund of any consideration paid or provided, terminate his/her/its acceptance of the naming rights prior to the scheduled termination date upon request to and approval of the board. If the request is granted, the named party shall be solely responsible for all costs of removal of the names.

Current Facilities or Property. Facility and property names that exist at the time this policy is adopted shall remain in effect, subject to future renaming consistent with this policy.

Adopted on: June 17, 2024
Revised on: _____
Reviewed on: _____

3059 Audio and Video Recording

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

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

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

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

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

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

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

Adopted on: June 17, 2024
Revised on: _____
Reviewed on: _____

3060
Firearms and Weapons for Non-Students

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

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

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

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

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

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
4. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;

5. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or
6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

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

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

Adopted on: June 17, 2024

Revised on: _____

Reviewed on: _____