

**BOARD OF EDUCATION
YUTAN PUBLIC SCHOOLS**

**High School Media Center
June 8, 2026**

AGENDA

1. **Call to Order**

2. **Open Meetings Act**

This meeting will be conducted in accordance with the Nebraska Open Meetings Act. The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting at a location accessible to members of the public.

3. **Roll Call**

4. **Excuse Absences of Board Members**

5. **Public Notice**

Per board policy 2008-Meetings, advance notice of all board meetings, other than emergency meetings, shall be publicized 48 hours or more in advance of the meeting in a newspaper of general circulation in the district. Meeting notices may also be posted on the school district website and posted in three prominent places in the school district.

- **Publication:** Meeting notice was published in the Wahoo Newspaper on Friday, May 29, 2026
- **Postings:** Meeting notice was posted at the entrance of Yutan High School, Yutan Elementary School, Yutan Post Office, First State Bank-Yutan, and on the Yutan Public Schools web page on Wednesday, June 3, 2026.
- **Agenda:** The agenda is kept current and available for public inspection at the Superintendent's office during normal business hours, and is posted on the school website in advance of the scheduled meeting. The agenda may not be altered later than 24 hours prior to the beginning of the meeting. The order of the items on the agenda may be changed by the board at or during the meeting.

6. **Approval of the Agenda**

7. **Pledge of Allegiance**

8. **Public Comments**

Instructions for those who wish to speak during Public Comment:

The Board of Education recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted effectively and in an organized manner, a Public Comment period will be scheduled at some meetings. A Public Comment sign-in sheet is located on the table near the entrance and your name and topic must be entered on the sheet prior to the start of the meeting. If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has complaint procedures to address such

complaints and concerns. The Board requests that you follow the policy and procedures before commenting on these matters to the Board. Board members will not respond to any questions you ask or comments about individual staff members or students, but may direct your concerns to the appropriate administrator for further review. Each speaker shall be allowed a maximum of five minutes, and not more than twenty minutes will be allowed for a specific topic. Policy 2009-Procedure for Addressing the Board is made available in the meeting room.

Comments:

- Foundation Information:
- Booster Club Information:
- General Public Comments:

9. **Administrative Reports**

Written reports have been submitted from the elementary principal, high school principal, activities director, student services director, and superintendent. Each administrator will make comments on their respective report:

- Elementary Principal
- High School Principal
- Activities Director
- Student Services Director
- Superintendent

10. **Consent Agenda**

The Consent Agenda is used to help the efficiency of the meeting by allowing the Board to approve items such as prior meeting minutes, general business of noncontroversial nature, or routine communication. The Consent Agenda for this meeting includes:

- Minutes from the May 11, 2026 Board Meeting
- Treasurer's Report and Claims

11. **Committee Reports**

Reports from the following committee(s):

- Facilities Committee
- Finance Committee

12. **Business Items**

12.1. Baseball Co-op

Yutan Public Schools, Ashland-Greenwood and Mead Public Schools plan to continue the cooperative agreement for high school baseball for the 2026-2027 and 2027-2028 school years. The coop allows students from each district to participate in a combined team which supports continued student opportunities in activities.

12.2. Surplus Items

The administration is requesting authorization to sell miscellaneous materials and equipment that has been designated obsolete, of no further use to the school district, or at the end of its useful life cycle. The method of sale will be determined by the administration per policy 3019-Sale or Disposal of School Property. Those methods can include, but are not limited to, offering at a set price to the public or other school districts, closed-bid sale, or auction. The board will consider, discuss, and take the necessary action to authorize the administration to sell miscellaneous equipment.

12.3. Purchase of a Van for Student Transportation

The Board will consider, discuss, and take all necessary action to approve the purchase of 1 van for student transportation to meet federal and state regulations. The approximate cost of the van is \$67,000 and would be paid from the Depreciation Fund.

12.4. Supplemental Pay Rates

The administration is requesting formal board approval of supplemental pay rates for various duties as assigned or outlined in policy. The board will consider, discuss, and take necessary action on supplemental pay rates for the 2026-27 school year.

12.5. Makovicka Contract for Athletic Training Services

Yutan Public Schools has an agreement with Makovicka Physical Therapy to provide athletic training services for YHS athletes. These services generally include prevention and care of injuries, evaluation and immediate care of injuries, rehabilitation of injuries, preventative taping, attending athletic competitions, and other sports health education. On an annual basis, the school renews its intent to use these services and make them available to students. The cost of these services for the 2026-27 school year will be \$19,500. The board will consider, discuss, and take necessary action on the request to renew the agreement for athletic training services with Makovicka Physical Therapy.

12.6. Policy Updates - KSB School Law

At the end of each annual Legislative session, policy updates are provided by KSB School Law in response to changes in state statutes, new laws, state or federal regulations, or the impacts of federal or state court cases that impact school operations. The board will consider, discuss, and take necessary action on the proposed policy revisions.

- 3003 Bidding for Construction, Remodeling, Repair, or Site Improvement -- REDLINE
- 3003.1 Bidding for Construction Remodeling Repair or Related Projects Financed with Federal Funds -- REDLINE
- 3048 Communicable Disease
- 3057 Title IX - FULL -- REDLINE
- 3061 ACH Originator -- New Policy
- 4019 Workplace Injury Prevention and Safety Committee -- REDLINE
- 5001 Compulsory Attendance and Excessive Absenteeism -- REDLINE
- 5003 Admission of Part Time Students -- REDLINE
- 5004 Option Enrollment -- REDLINE
- 5035 Student Discipline -- REDLINE
- 5048 Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions -- REDLINE
- 6046 Right to Access to School Library Materials -- New Policy

13. Discussion and Informational Items

Items for discussion, information, or consideration — no action to be taken:

- District Wellness Policy
- Handbooks (Drafts to be approved in July)
- Strategic Plan

- Policies

13.1. District Wellness Policy Review and Stakeholder Input

As part of the District's Wellness Policy review process, the Board is providing an opportunity for input from parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the public. Individuals wishing to provide comments regarding the Wellness Policy may do so at this time in accordance with the Board's public comment procedures.

13.2. District Handbooks

14. Closed Session

The Board of Education is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual.

The Board will consider entering closed session to discuss proposed updates to the Superintendent's employment contract. Any official action will be taken in open session.

15. Next Board Meeting

The next regular meeting of the Board is scheduled for July 13, 2026 at 6:15 pm in the high school media center.

16. Adjournment

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body; applicability of section.

(1) Until January 1, 2025:

(a) Except as provided in subsection (10) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee or the governing body of a rural or suburban fire protection district, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) Beginning January 1, 2025:

(a) Except as provided in subsection (10) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (2)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by

a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(C) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (2)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsections (1) and (2) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision, subsection (1) of section 70-1014, subsection (2) of section 70-1014.02, or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a

governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing.

(4) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(5) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(6) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (5) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(7) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(8)(a) Notwithstanding subsections (3) and (6) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsections (1) and (2) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and

record the meeting. Subsection (5) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413.

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (3)(b)(i) and (ii) of this section.

(10) This section does not apply to a meeting of the Nebraska Power Review Board or a public power district, a public power and irrigation district, an electric membership association, an electric cooperative company, a municipality having a generation and distribution system, or a registered group of municipalities if such meeting is subject to section 70-1034.

Source: Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13; Laws 2024, LB287, § 74; Laws 2024, LB399, § 4; Laws 2024, LB1370, § 8.

Note: The Revisor of Statutes has pursuant to section 49-769 correlated LB287, section 74, with LB399, section 4, and LB1370, section 8, to reflect all amendments.

Note: Changes made by LB287 became operative April 17, 2024. Changes made by LB399 became effective July 19, 2024. Changes made by LB1370 became operative July 19, 2024.

Cross References

Emergency Management Act, see section 81-829.36.

Intergovernmental Risk Management Act, see section 44-4301.

Interlocal Cooperation Act, see section 13-801.

Joint Public Agency Act, see section 13-2501.

Municipal Cooperative Financing Act, see section 18-2401.

Opioid Prevention and Treatment Act, see section 71-2485.

Annotations

Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).

An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).

An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).

When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).

Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).

A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).



Yutan Elementary School
June 2026 Board Report



6th grade DARE Graduation

On May 18, our 6th-grade students celebrated their D.A.R.E. graduation ceremony. Officer Turner shared an important message about making healthy choices and living a drug-free life. A special thank you goes to Mr. Jacobs and Mrs. Coleman for their extra efforts in creating a TikTok video that showcased the students' hidden talents. The celebration concluded with a pizza party before students headed to Itan Park, where they enjoyed playing bags, pickleball, wiffle ball, and basketball. On May 19, the 6th graders took one final walk through the elementary school as students lined the hallways for our annual "Clap Out," recognizing and celebrating their time at Yutan Elementary before they move on to junior high.

Summer School

We have 17 kids signed up for summer school. Sherry Loos and Carla Austin will be running summer school from July 20 to July 31st, from 8:30 to 11:30.

Elementary Back to School Night

On Monday, August 10, we will host our Back-to-School Night from 4:00–7:00 p.m.

Around July 20, parents and guardians will receive an email with important information and forms to complete before Back-to-School Night. This will include:

- PowerSchool updates
- Emergency contact information
- Bus transportation information
- Student and Parent Handbook acknowledgments
- Medical updates
- Elementary media permission form

Families who have not completed these items in advance will be asked to do so before receiving their child's teacher assignment and having school pictures taken. Once pictures and paperwork are completed, teachers will be in their classrooms to welcome students and families. This will be a great opportunity for parents and children to see their classroom, meet their teacher, and get excited for the first day of school on Wednesday, August 12.



Dr. Novotny Jr/Sr High School Board Report



June 2026

Student & Staff Achievements

- Future 7th-graders came to visit! They split into four groups led by our current student council members, took a tour, met some teachers, heard from Ms. Chvatal about classes, learned about getting involved in activities and athletics from Mr. Nielsen, and had some of their submitted questions answered.
- Pep rally to honor our state champion Journalism team, members of our state baseball team, and the athletes who qualified for the state track and field championships.
- We had an assembly where we recognized our Explorer Awards - students who had participated in a new activity for the school year. We also honored our top five scorers in NSCAS for Math, English, and Science. Finally, we celebrated our juniors who had jumped their ACT scores by 1 point up to 6 points.
- To comply with Nebraska State Law, all public high school seniors have to complete and submit the Free Application for Federal Student Aid (FAFSA) or opt out as a graduation requirement. Of our 39 seniors, 23 completed the FAFSA, and 16 opted out. As a school district, we report this information to the state in November.

Teaching & Learning

- Preparing our Professional Learning In-Service days for the 2026-27 school year. Looking at our days in August - focusing on our annual trainings, school improvement teams, Teacher/para professional presentation from ESU2, CPI restraint training, district data dig, transportation safety training, QPR suicide awareness, and trauma-informed training. Throughout the school year, appropriate use of AI training, school improvement team presentations, vertical content meetings (5th-12th grade), and professional goals.
- Attended the Future Ready Conference - Digital Literacy in the Age of AI: Empowering Future Ready Learners. Sessions included digital literacy and how we teach our students, how to lead AI with intention, teaching mindful media habits in the age of algorithms, leadership support with academic integrity in an ERA of AI, balancing AI policy and frameworks, learning about the SEE framework, building accessible digital learning systems, and learning about schoolAI.
- IPG training - literacy instructional pacing guide training through ESU2. This aligns with the literacy coaching for instructional leaders in July as part of a four-part series. This aligns with the focus on literacy across the state of Nebraska and with our school improvement goals.
- Upcoming Professional Development
 - Sessions 5-8 of cognitive coaching at ESU2
 - KSB Student Discipline Workshop
 - Humanex Community & Leadership Summit



Mr Nielsen Athletics/Activities Board Report



Spring Sports Updates:

Track - Mylee Tichota placed 4th in the 300M hurdles at state track.

Summer Athletics:

We have had great attendance at our youth camps the past couple of weeks. Our coaches have done a great job of getting our younger students excited about our programs.

Summer weights has also had great attendance as a lot of our athletes both young and old have been attending to work on their strength and agility. Big thanks to Mr Gardner and the rest of the coaches for working with our kids. The work we do now in the summer makes a huge difference during the year.

Facility Maintenance:

We will have regular maintenance of our bleachers and hoops in June and our floors will be worked on at the end of July.

Transportation:

We will continue getting regular maintenance on our fleet this summer during our down time to make sure we are getting the most out of our vehicles.



*Director of Student Services
Board Report
June 2026
Tahler Novotny*



End of the Year Numbers: 62: IFSP's and IEP's (Birth-Senior) 34: 504 Plans (K-12)

Summer Professional Development: Assistive Technology: Guidance for the IEP team to select appropriate assistive technology for students.
Alternate Assessment: Training on giving the alternative assessment.

Board of Education Meeting

June 8, 2026

Enrollment

- This report provides a summary and historical snapshot of the 2025–26 school year. In early July, student records will be "rolled" forward to the next grade level in preparation for the 2026–27 school year. At that time, PowerSchool will also be updated to reflect newly enrolled students and those who have withdrawn from the district. Monthly enrollment updates for the 2026–27 school year will begin with the August Board meeting.

CTE Grant

- During the closeout of the Nebraska Department of Education CTE Grant, the district identified approximately \$4,500 in unspent funds. An amended budget was submitted and approved, reducing the remaining balance to approximately \$17. This minimal unspent amount will not impact the district's grant status. In addition, the district has submitted and received approval for the 2026–27 CTE Grant budget, securing the full \$7,500 grant allocation for the upcoming school year.

Summer Cleaning

- Summer cleaning has begun and Stratus will be completing the tile floor waxing beginning with the kitchen pantries.

Historic Enrollment 2007-08 to Present ** As reported to NDE on October 1 of the Year Listed

YEAR	PK	KG	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	K-12 Total	Change from Previous Year	% Change from Previous Year	PK-12 Total
2007-2008		35	26	34	39	22	42	27	43	40	38	46	39	49	480			480
2008-2009	26	25	31	29	36	39	26	43	29	43	36	39	46	40	462	(-18)	(-3.75%)	488
2009-2010	3	42	24	30	29	33	41	27	41	27	41	35	41	44	455	(-7)	(-1.52%)	458
2010-2011	34	38	36	23	31	30	35	44	26	45	23	40	33	41	445	(-10)	(-2.20%)	479
2011-2012	34	42	31	36	23	33	28	33	45	24	45	26	37	35	438	(-7)	(-1.57%)	472
2012-2013	25	49	33	34	38	22	37	30	36	44	25	43	24	35	450	12	2.74%	475
2013-2014	39	32	32	34	33	38	24	38	30	38	42	27	44	26	438	(-12)	(-2.67%)	477
2014-2015	42	31	31	29	41	34	36	26	36	30	41	42	26	44	447	9	2.05%	489
2015-2016	33	41	27	33	28	42	33	36	28	38	31	40	41	26	444	(-3)	(-0.67%)	477
2016-2017	36	35	39	28	30	29	43	30	36	32	36	28	41	40	447	3	0.68%	483
2017-2018	33	33	30	37	25	29	27	43	30	38	29	37	31	44	433	(-14)	(-3.13%)	466
2018-2019	38	35	29	30	41	22	29	26	44	27	38	29	41	28	419	(-14)	(-3.23%)	457
2019-2020	38	39	34	33	30	44	29	33	28	40	28	40	25	39	442	23	5.49%	480
2020-2021	29	39	40	32	38	33	46	29	39	28	40	29	41	28	462	20	4.52%	491
2021-2022	28	38	34	41	37	40	39	47	27	41	34	43	40	42	503	41	8.87%	531
2022-2023	27	32	32	34	42	37	41	36	50	30	41	29	38	37	479	(-24)	(-4.77%)	506
2023-2024	25	43	31	30	34	40	39	39	32	47	27	39	30	38	469	(-10)	(-2.09%)	494
2024-2025	14	36	38	33	32	34	41	38	42	29	51	31	35	31	471	2	0.43%	485
2025-2026	16	36	32	41	36	32	30	42	39	41	35	53	33	40	490	19	4.03%	506
															Average Yearly K-12 Enrollment Growth:		(-0.05%)	
PK		End of Year K-12 Enrollment for 2024-25																
16		36	32	43	36	31	31	42	39	43	35	51	32	39	490			
															PK-12 Total		506	

**BOARD OF EDUCATION
YUTAN PUBLIC SCHOOLS**

**BOARD MEETING
High School Media Center
May 11, 2026**

AGENDA

1. Call to Order

The meeting was called to order at 6:15pm by President Wacker.

2. Open Meetings Act

This meeting will be conducted in accordance with the Nebraska Open Meetings Act. The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting at a location accessible to members of the public.

3. Roll Call

Attendance Taken at 6:15pm

Judy Daniell: Present
Bill Hancock: Present
Gary Hollst: Present
Dan Ridder: Present
Adam Wacker: Present
Eric Wilke: Present

4. Excuse Absences of Board Members

No action taken – all members present.

5. Public Notice

Per board policy 2008-Meetings, advance notice of all board meetings, other than emergency meetings, shall be publicized 48 hours or more in advance of the meeting in a newspaper of general circulation in the district. Meeting notices may also be posted on the school district website and posted in three prominent places in the school district.

- **Publication:** Meeting notice was published in the Wahoo Newspaper on Friday, May 1, 2026
- **Postings:** Meeting notice was posted at the entrance of Yutan High School, Yutan Elementary School, Yutan Post Office, First State Bank-Yutan, and on the Yutan Public Schools web page on Wednesday, May 6, 2026.
- **Agenda:** The agenda is kept current and available for public inspection at the Superintendent's office during normal business hours, and is posted on the school website in advance of the scheduled meeting. The agenda may not be altered later than 24 hours prior to the beginning of the meeting. The order of the items on the agenda may be changed by the board at or during the meeting.

6. Approval of the Agenda

Moved by Gary Hollst, seconded by Judy Daniell to approve the agenda. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

7. Pledge of Allegiance

8. Public Comments

Instructions for those who wish to speak during Public Comment:

The Board of Education recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted effectively and in an organized manner, a Public Comment period will be scheduled at some meetings. A Public Comment sign-in sheet is located on the table near the entrance and your name and topic must be entered on the sheet prior to the start of the meeting. If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has complaint procedures to address such complaints and concerns. The Board requests that you follow the policy and procedures before commenting on these matters to the Board. Board members will not respond to any questions you ask or comments about individual staff members or students, but may direct your concerns to the appropriate administrator for further review. Each speaker shall be allowed a maximum of five minutes, and not more than twenty minutes will be allowed for a specific topic. Policy 2009-Procedure for Addressing the Board is made available in the meeting room.

Comments:

- Foundation Information:
- Booster Club Information:
- General Public Comments: Nate Rath

9. Administrative Reports

Written reports have been submitted from the elementary principal, high school principal, activities director, student services director, and superintendent. Each administrator will make comments on their respective report:

- Elementary Principal
- High School Principal
- Activities Director
- Student Services Director
- Superintendent

10. Consent Agenda

The Consent Agenda is used to help the efficiency of the meeting by allowing the Board to approve items such as prior meeting minutes, general business of noncontroversial nature, or routine communication. The Consent Agenda for this meeting includes:

1. Minutes from the April 13, 2026 Board Meeting

2. Treasurer's Report and Claims

Moved by Eric Wilke, seconded by Dan Ridder to approve the consent agenda. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

11. Committee Reports

Reports from the following committee(s):

- Facilities Committee
- Finance Committee

12. Business Items

12.1. Food Service Equipment

Per federal and state audit requirements, all school districts must conform to a targeted balance of approximately three months of expenses in their School Nutrition Fund (Lunch Fund). Yutan Public Schools exceeds that amount and is required to make school kitchen purchases to comply with mandatory account balances. The administration submitted a plan to NDE, had the plan approved, and is now requesting the purchase of kitchen equipment to meet mandatory requirements. The board will consider, discuss, and take necessary action on the request to purchase kitchen equipment.

Moved by Judy Daniell, seconded by Eric Wilke to approve the purchase of food service equipment from Webstaurant in the amount of \$18,096.00, as presented. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

Moved by Judy Daniell, seconded by Eric Wilke to approve the purchase of food service equipment from Nebraska Prep in the amount of \$30,418.00, as presented. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

12.2. Technology Purchase

The administration is requesting approval to purchase student Chromebooks for grades 1, 7, and 10. The purchases are based on a computer replacement schedule for devices used in the district by students. These devices are purchased on either an annual basis or on a multi-year cycle. The board will consider, discuss, and take necessary action on the request to purchase Chromebooks.

Moved by Gary Hollst, seconded by Judy Daniell to approve the purchase of student Chromebooks for \$65,315.17 from Computer Hardware. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

12.3. Carpet Replacement

The administration is recommending the replacement of the carpet in the two 3rd grade

classrooms and 2nd/3rd grade small group room and rooms 117, 118, and 119 in the high school. This request is part of routine building maintenance and upkeep. Bids were received from McKean's Floor to Ceiling, Kelly's Carpet, and Floor Coverings International. The board will consider, discuss, and take necessary action on the request to replace carpet at elementary school and high school.

Moved by Eric Wilke, seconded by Bill Hancock to approve the bid from Kelly's Carpet for \$20,785 to remove and install new carpet and base molding in the 3rd grade classrooms and 2nd/3rd grade small group room and rooms 117, 118, and 119 in the high school. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

12.4. Rescind April 13, 2026 Administrator total compensation package increase.

The board will discuss and take all necessary action to rescind the motion at the April 13, 2026 board meeting to approve the 2026-2027 administrator salary and benefit package. Following the meeting, a calculation error was identified on the total compensation package. This action rescinds the previous motion so that the Board may discuss and take action on the corrected total.

Moved by Gary Hollst, seconded by Judy Daniell to rescind the motion adopted at the April 13, 2026, regular meeting approving the 2026-2027 administrator salary and benefit package, due to a calculation error in the stated total cost of \$14,352. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

12.5. Approve Corrected 2026–2027 Administrator Salary and Benefit Package

The board will discuss and take all necessary action to approve the 2026-2027 administrator salary and benefit package with the corrected total cost, reflecting the previously identified benefits calculation error. No changes have been made to the structure of the package; only the total has been corrected.

Moved by Dan Ridder, seconded by Eric Wilke to approve the 2026-2027 administrator salary and benefit package with a total cost of \$23,223.19, as presented.. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

13. Discussion and Informational Items

Items for discussion, information, or consideration — no action to be taken:

- Policies
- Summer Strategic Plan and Strategic Plan Meeting Date
- Draft Handbooks
- Update on End of the Year Staff Lunch - May 19th

14. Next Board Meeting

The next regular meeting of the Board is scheduled for June 8, 2026 at 6:15pm in the high school media center.

15. Adjournment

Meeting was adjourned at 7:33pm.

YUTAN PUBLIC SCHOOLS
FUND STATEMENT AND ACCOUNT BALANCES
5/31/2026

ACCOUNT	ACCOUNT #	BOOK BEGINNING BALANCE	RECEIPTS	INTEREST	EXPENSES	TRANSFERS	BOOK ENDING BALANCE	OUTSTANDING CHECKS	BANK STATEMENT BALANCE
GENERAL FUND									
FSB CHECKING (3.64% APY)	467216	\$ 2,877,094.16	\$ 2,003,230.37	\$ 10,212.15	\$ 627,207.62		\$ 4,263,329.06	\$ 13,509.81	\$ 4,276,838.87
							\$ 4,263,329.06		\$ 4,276,838.87
							\$ 3,973,665.45	5/31/2025	
DEPRECIATION FUND									
FSB CHECKING (3.64% APY)	467533	\$ 220,116.42		\$ 626.10			\$ 220,742.52		\$ 220,742.52
NLAF (3.35% APY)	9300749	\$ 741,039.63		\$ 2,107.22			\$ 743,146.85		\$ 743,146.85
							\$ 963,889.37		\$ 963,889.37
							\$ 1,235,568.23	5/31/2025	
BOND FUND									
FSB CHECKING (3.64% APY)	910148304	\$ 968,757.28	\$ 88,056.56	\$ 2,884.74			\$ 1,059,698.58		\$ 1,059,698.58
							\$ 1,059,698.58		\$ 1,059,698.58
							\$ 1,012,811.68	5/31/2025	
QCPUF FUND									
FSB CHECKING (3.65% APY)	910148293	\$ 721.47		\$ 2.05			\$ 723.52		\$ 723.52
							\$ 723.52		\$ 723.52
							\$ 696.03	5/31/2025	
BUILDING FUND									
FSB CHECKING (3.64% APY)	689612	\$ 471,494.53	\$ 57,455.89	\$ 1,429.30			\$ 530,379.72		\$ 530,379.72
NLAF (3.35% APY)	9300012	\$ 542,438.56		\$ 1,542.48			\$ 543,981.04		\$ 543,981.04
							\$ 1,074,360.76		\$ 1,074,360.76
							\$ 873,121.43	5/31/2025	
ACTIVITY FUND									
FSB CHECKING (3.64% APY)	686097	\$ 52,902.98	\$ 14,250.01	\$ 148.12	\$ 40,786.02		\$ 26,515.09	\$ 14,424.05	\$ 40,939.14
							\$ 26,515.09		\$ 40,939.14
							\$ 55,856.73	5/31/2025	
PAYFLEX ACCOUNT									
FSB PAYFLEX (no interest)	500301928	\$ 44,534.12	\$ 2,382.30		\$ 5,348.80		\$ 41,567.62		\$ 41,567.62
							\$ 41,567.62		\$ 41,567.62
							\$ 32,811.01	5/31/2025	
LUNCH FUND									
FSB CHECKING (3.64% APY)	687371	\$ 112,027.11	\$ 28,643.73	\$ 328.28	\$ 38,032.28		\$ 102,966.84	\$ 1,863.77	\$ 104,830.61
							\$ 102,966.84		\$ 104,830.61
							\$ 201,130.14	5/31/2025	
TOTAL First State Bank		\$ 6,245,922.95					\$ 201,130.14	5/31/2025	
TOTAL Nebraska Liquid Asset Fund		\$ 1,287,127.89							
TOTAL ALL FUNDS		\$ 7,533,050.84					\$ 7,533,050.84		\$ 7,562,848.47
							\$ 7,385,660.70	5/31/2025	
TOTALS		\$ 6,031,126.26	\$ 2,194,018.86	\$ 19,280.44	\$ 711,374.72	\$ -	\$ 7,533,050.84	\$ 29,797.63	\$ 7,562,848.47

YUTAN PUBLIC SCHOOLS
 CONSENT ITEMS FOR PAYMENT
 5/31/2026

<u>FUND</u>	<u>DATE</u>	<u>CHECKS</u>	<u>VENDOR</u>	<u>AMOUNT</u>
SPECIAL BUILDING				
				Total Special Building
				\$ -
DEPRECIATION				
				Total Depreciation
				\$ -
QCPUF				
				Total QCPUF
				\$ -
BOND				
				Total Bond
				\$ -
TRANSFERS				
				Total Transfers
				\$ -
LUNCH				
Lunch Fund Bills	6/8/2026	#7076-7091		\$ 8,618.90
Direct Deposit	6/8/2026	#7092-7097		\$ 10,179.10
Third Party Checks (Benefits)	6/8/2026			\$ 193.77
Third Party Electronic Payment (HSA)	6/8/2026			\$ -
Tax Liabilities	6/8/2026			\$ 2,292.45
Nebraska Public Employees Retirement Systems	6/8/2026			\$ 1,371.42
Payflex	6/8/2026			\$ -
				Total Lunch Fund
				\$ 22,655.64
GENERAL				
General Fund Bills	6/8/2026	#24737-24782		\$ 127,059.31
Direct Deposit	6/8/2026	#24783-24793		\$ 273,793.46
Third Party Checks (Benefits)	6/8/2026			\$ 99,418.31
Third Party Electronic Payment (HSA)	6/8/2026			\$ 8,458.64
Tax Liabilities	6/8/2026			\$ 94,515.53
Nebraska Public Employees Retirement Systems	6/8/2026			\$ 59,011.24
Payflex	6/8/2026			\$ 2,204.15
				Total General Fund
				\$ 664,460.64
				TOTAL PAYMENTS
				\$ 687,116.28

**Yutan Public Schools
May 2026 Revenue Report**

% of "Real" Revenue Budget	Estimated "Real" Revenue Budget	Account	May Actuals	Adopted NDE Budget	Actuals (YTD)	Available	% of Budget
59.01%	\$ (4,187,017.00)	01100 - Taxes Levied/Assessed by the School District	\$ (872,594.19)	\$ (4,237,017.00)	\$ (2,470,744.28)	\$ (1,766,272.72)	58.31%
68.72%	\$ (4,808.00)	01115 - Carline Taxes	\$ (2,713.91)	\$ (4,808.00)	\$ (3,304.05)	\$ (1,503.95)	68.72%
121.89%	\$ (35,037.00)	01120 - Public Power District Sales Taxes	\$ (143.32)	\$ (35,037.00)	\$ (42,707.79)	\$ 7,670.79	121.89%
81.89%	\$ (363,443.00)	01125 - Motor Vehicle Taxes	\$ (31,514.49)	\$ (363,443.00)	\$ (297,632.33)	\$ (65,810.67)	81.89%
0.00%	\$ -	01312 - Tuition From Individuals for Summer School	\$ (1,250.00)	\$ -	\$ (1,250.00)	\$ 1,250.00	0.00%
59.55%	\$ (15,600.00)	01370 - Preschool Tuition & Fees	\$ (790.00)	\$ (15,600.00)	\$ (9,290.00)	\$ (6,310.00)	59.55%
80.92%	\$ (95,935.00)	01510 - Interest on Investments	\$ (10,212.15)	\$ (95,935.00)	\$ (77,628.08)	\$ (18,306.92)	80.92%
0.00%	\$ -	01951 - Miscellaneous Revenue From Other School Districts Within the State	\$ -	\$ -	\$ -	\$ -	0.00%
81.14%	\$ (25,820.00)	02110 - County Fines & License Fees	\$ (2,496.00)	\$ (25,820.00)	\$ (20,951.50)	\$ (4,868.50)	81.14%
0.00%	\$ -	02130 - Other County Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
90.00%	\$ (1,992,075.00)	03110 - State Aid	\$ (199,208.00)	\$ (1,992,075.00)	\$ (1,792,872.00)	\$ (199,203.00)	90.00%
93.60%	\$ (680,640.00)	03120 - SPED (School Age)	\$ (103,620.00)	\$ (680,640.00)	\$ (637,046.00)	\$ (43,594.00)	93.60%
93.13%	\$ (40,260.00)	03125 - Revenue from State Sources - Sped Transportation (School Age)	\$ (37,494.00)	\$ (40,260.00)	\$ (37,494.00)	\$ (2,766.00)	93.13%
0.00%	\$ -	03130 - Revenue from State Sources - Homestead Exemption	\$ (20,569.94)	\$ -	\$ (82,279.76)	\$ 82,279.76	0.00%
0.00%	\$ -	03131 - Property Tax Credit	\$ (726,051.56)	\$ -	\$ (1,452,103.12)	\$ 1,452,103.12	0.00%
120.50%	\$ (135,000.00)	03133 - Nameplate Capacity Tax	\$ -	\$ (135,000.00)	\$ (162,673.70)	\$ 27,673.70	120.50%
84.09%	\$ (8,580.00)	03180 - Pro-Rate Motor Vehicle	\$ -	\$ (8,580.00)	\$ (7,214.98)	\$ (1,365.02)	84.09%
152.32%	\$ (80,460.00)	03400 - State Apportionment	\$ -	\$ (80,460.00)	\$ (122,557.57)	\$ 42,097.57	152.32%
97.99%	\$ (5,865.00)	03535 - Payment for High Ability Learners	\$ -	\$ (5,865.00)	\$ (5,747.00)	\$ (118.00)	97.99%
0.00%	\$ (7,500.00)	03551 - Career Education	\$ -	\$ (7,500.00)	\$ -	\$ (7,500.00)	0.00%
0.00%	\$ (60,165.00)	04310 - REAP	\$ -	\$ (60,165.00)	\$ -	\$ (60,165.00)	0.00%
0.00%	\$ (53,550.00)	04505 - Title I, Part A ESSA Imporving Basic Programs Operated by Local Educational Agencies	\$ -	\$ (53,550.00)	\$ -	\$ (53,550.00)	0.00%
0.00%	\$ -	04509 - Title II, Part A ESSA: Supporting Effective Education	\$ -	\$ -	\$ -	\$ -	0.00%
2.02%	\$ (110,917.00)	04516 - IDEA Preschool (619) Base/IDEA Enrollment Poverty Allocation	\$ -	\$ (110,917.00)	\$ (2,235.00)	\$ (108,682.00)	2.02%
0.00%	\$ -	04518 - IDEA Part B (611) Base & Enrollment Poverty Allocation	\$ -	\$ -	\$ (111,477.00)	\$ 111,477.00	0.00%
0.00%	\$ -	04521 - IDEA Part B Proportionate Share	\$ -	\$ -	\$ (1,367.00)	\$ 1,367.00	0.00%
0.00%	\$ -	04525 - Federal Vocational & Applied Technology Education (Carl Perkins)	\$ -	\$ -	\$ (390.00)	\$ 390.00	0.00%
277.06%	\$ (200.00)	04708 - Medicaid in Public Schools	\$ (195.71)	\$ (200.00)	\$ (554.11)	\$ 354.11	277.06%
38.94%	\$ (1,500.00)	04709 - Medicaid Administrative Activities (MAAPS)	\$ -	\$ (1,500.00)	\$ (584.17)	\$ (915.83)	38.94%
0.00%	\$ -	05200 - Fund Transfers In	\$ -	\$ -	\$ -	\$ -	0.00%
0.00%	\$ -	05300 - Proceeds from the Disposal of Real or Personal Property	\$ -	\$ -	\$ (5,200.00)	\$ 5,200.00	0.00%
34.23%	\$ (16,880.00)	05690 - Other Non-Revenue Receipts	\$ (962.25)	\$ (16,880.00)	\$ (5,778.82)	\$ (11,101.18)	34.23%
92.80%	\$ (7,921,252.00)	Totals	\$ (2,009,815.52)	\$ (7,971,252.00)	\$ (7,351,082.26)	\$ (620,169.74)	92.22%

Yutan Public Schools

June 2026 Expense Report

% of "Real" Expenditure Budget	Estimated "Real" Expenditure Budget	Account	June Actuals	Adopted NDE Budget	Actuals (YTD)	Available	% of Budget
84.24%	\$ 3,394,057.00	01100 - Regular Instructions Programs	\$286,302.81	\$3,741,449.00	\$2,859,186.64	\$882,262.36	76.42%
83.44%	\$ 112,115.00	01160 - Poverty Programs	\$9,355.37	\$113,004.00	\$93,547.02	\$19,456.98	82.78%
79.76%	\$ 100,439.00	01190 - Early Childhood Educational Programs	\$8,040.32	\$104,879.00	\$80,110.36	\$24,768.64	76.38%
85.49%	\$ 904,499.00	01200 - Special Education Instructional Programs - School Age	\$80,472.23	\$1,302,899.00	\$773,281.27	\$529,617.73	59.35%
0.00%	\$ -	01291 - Special Education Instructional Programs - Ages 3-5	\$0.00	\$8,500.00	\$0.00	\$8,500.00	0.00%
0.00%	\$ -	01292 - Special Education Instructional Programs - Ages 0-2	\$0.00	\$10,001.00	\$0.00	\$10,001.00	0.00%
83.46%	\$ 249,600.00	02120 - Guidance Services	\$19,520.54	\$269,299.00	\$208,304.66	\$60,994.34	77.35%
77.79%	\$ 55,004.00	02130 - Health Services	\$4,288.29	\$65,504.00	\$42,786.96	\$22,717.04	65.32%
0.00%	\$ -	02131 - Health Services - SPED - School Age	\$0.00	\$35,000.00	\$0.00	\$35,000.00	0.00%
98.28%	\$ 72,000.00	02141 - Psychological Services - SPED - School Age	\$17,690.75	\$80,000.00	\$70,763.00	\$9,237.00	88.45%
78.89%	\$ 135,011.00	02151 - Speech Pathology and Audiology Services - SPED - School Age	\$12,412.53	\$142,011.00	\$106,513.30	\$35,497.70	75.00%
0.00%	\$ 1,000.00	02153 - Speech Pathology and Audiology Services - SPED - Ages 0-2	\$0.00	\$5,500.00	\$0.00	\$5,500.00	0.00%
79.13%	\$ 45,000.00	02161 - Occupational Therapy-Related Services - SPED - School Age	\$9,923.69	\$45,000.00	\$35,608.47	\$9,391.53	79.13%
0.00%	\$ -	02162 - Occupational Therapy-Related Services - SPED - Ages 3-5	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.00%
0.00%	\$ 1,000.00	02163 - Occupational Therapy-Related Services - SPED - Ages 0-2	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.00%
81.44%	\$ 3,500.00	02171 - Physical Therapy-Related Services - SPED - School Age	\$475.33	\$3,500.00	\$2,850.55	\$649.45	81.44%
32.84%	\$ 1,600.00	02173 - Physical Therapy-Related Services - SPED - Ages 0-2	\$40.50	\$1,600.00	\$525.38	\$1,074.62	32.84%
0.00%	\$ -	02181 - Visually Impaired-Related Services - SPED - School Age	\$0.00	\$7,500.00	\$0.00	\$7,500.00	0.00%
91.13%	\$ 269,079.00	02190 - Support Services - Student - Other	\$31,601.86	\$269,079.00	\$245,215.56	\$23,863.44	91.13%
0.00%	\$ -	02211 - School Improvement	\$0.00	\$40,001.00	\$0.00	\$40,001.00	0.00%
0.00%	\$ -	02213 - Instructional Staff Training	\$0.00	\$15,000.00	\$0.00	\$15,000.00	0.00%
76.87%	\$ 161,033.00	02220 - Library or Media Services	\$12,373.36	\$189,746.00	\$123,787.93	\$65,958.07	65.24%
0.00%	\$ 2,000.00	02230 - Instruction-Related Technology	\$0.00	\$15,000.00	\$0.00	\$15,000.00	0.00%
69.07%	\$ 26,100.00	02310 - Board of Education	\$2,948.99	\$43,500.00	\$18,026.59	\$25,473.41	41.44%
80.61%	\$ 282,142.00	02320 - Executive Administration	\$23,214.41	\$289,094.00	\$227,435.30	\$61,658.70	78.67%
96.41%	\$ 8,000.00	02330 - District Legal Services	\$2,092.50	\$50,000.00	\$7,713.00	\$42,287.00	15.43%
84.92%	\$ 543,489.00	02410 - Office of the Principal	\$48,206.32	\$560,688.00	\$461,524.21	\$99,163.79	82.31%
82.60%	\$ 201,093.00	02510 - Fiscal Services	\$11,439.41	\$231,043.00	\$166,105.37	\$64,937.63	71.89%
73.18%	\$ 526,297.00	02610 - Operation of Buildings	\$37,154.86	\$715,500.00	\$385,143.23	\$330,356.77	53.83%
72.49%	\$ 290,359.00	02620 - Maintenance of Buildings	\$19,519.17	\$375,961.00	\$210,475.03	\$165,485.97	55.98%
13.53%	\$ 10,700.00	02630 - Care & Upkeep of Grounds	\$0.00	\$31,500.00	\$1,447.53	\$30,052.47	4.60%
3.00%	\$ 4,000.00	02660 - Security	\$0.00	\$12,200.00	\$120.00	\$12,080.00	0.98%
89.99%	\$ 179,161.00	02710 - Vehicle Operation & Purchasing- Regular Education	\$9,131.23	\$413,436.00	\$161,233.07	\$252,202.93	39.00%
142.74%	\$ 31,015.00	02712 - Vehicle Operation & Purchasing - School Age SPED	\$3,644.44	\$185,515.00	\$44,271.38	\$141,243.62	23.86%
0.00%	\$ -	02713 - Vehicle Operation & Purchasing - Ages 3-5 SPED	\$0.00	\$2,500.00	\$0.00	\$2,500.00	0.00%
0.00%	\$ -	02715 - Vehicle Operation & Purchasing - Ages 0-2 SPED	\$0.00	\$2,500.00	\$0.00	\$2,500.00	0.00%
0.00%	\$ -	03300 - Community Services Operations	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.00%
45.56%	\$ 10,818.00	03535 - High Ability Learners	\$492.88	\$10,818.00	\$4,928.44	\$5,889.56	45.56%
73.31%	\$ 7,500.00	03551 - Career Education (CTE Grant)	\$2,779.12	\$7,500.00	\$5,498.58	\$2,001.42	73.31%
88.91%	\$ 48,876.00	06200 - Federal Services - Title I, Part A ESSA Improving Basic Programs Operated by Local Educational Agencies	\$0.00	\$95,060.00	\$43,455.00	\$51,605.00	45.71%
0.00%	\$ -	06406 - Federal Services - IDEA Preschool (619) Base Allocation	\$0.00	\$5,000.00	\$0.00	\$5,000.00	0.00%
104.30%	\$ 69,974.00	06408 - Federal Services - IDEA Part B (611) Base & Enrollment Poverty Allocation - Birth Through Age 21	\$11,412.24	\$126,494.00	\$72,980.19	\$53,513.81	57.69%
0.00%	\$ -	06412 - Federal Services - IDEA Part B Proportionate Share	\$0.00	\$20,000.00	\$0.00	\$20,000.00	0.00%
0.00%	\$ -	06423 - Federal Services - IDEA Part B ARP Proportionate Share	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.00%
0.00%	\$ -	06700 - Federal Services - Federal Vocational & Applied Technology Education (Carl Perkins)	\$0.00	\$7,500.00	\$390.00	\$7,110.00	5.20%
0.00%	\$ 60,165.00	06992 - REAP	\$0.00	\$60,165.00	\$0.00	\$18,313.90	0.00%
0.00%	\$ 250,000.00	08000 - Transfers (Outgoing)	\$0.00	\$250,000.00	\$0.00	\$250,000.00	0.00%
80.10%	\$ 8,056,626.00	Totals	\$ 664,533.15	\$ 10,000,446.00	\$ 6,453,228.02	\$ 3,505,366.88	64.53%

Yutan Public Schools

Check Report

June 2026

Payee	Check Date	Check Number	Description	Type	Amount
Amazon Capital Services, Inc.	06/08/2026	24737	Classroom Supplies- FCS	Accounts Payable	\$31.95
Amazon Capital Services, Inc.	06/08/2026	24737	COOP26/27TECH	Accounts Payable	\$36.87
Amazon Capital Services, Inc.	06/08/2026	24737	COOP26/27	Accounts Payable	\$1,020.05
Amazon Capital Services, Inc.	06/08/2026	24737	CTE-Journalism	Accounts Payable	\$331.42
Amazon Capital Services, Inc.	06/08/2026	24737	Custodial-District-COOP	Accounts Payable	\$507.11
Apple, Inc.	06/08/2026	24738	Apple iPads-ELEM	Accounts Payable	\$2,447.70
Boys Town	06/08/2026	24739	April Day School	Accounts Payable	\$11,400.00
Brain Fire Therapy	06/08/2026	24740	Speech Language Services	Accounts Payable	\$4,593.75
Brase Electrical Contracting Corp	06/08/2026	24741	Service Call-HS	Accounts Payable	\$619.97
Chip's Restaurant & Bar	06/08/2026	24742	EOY of Year Staff Appreciation Lunch	Accounts Payable	\$1,444.15
City Of Yutan	06/08/2026	24743	Water Bills	Accounts Payable	\$600.20
Column Software PBC	06/08/2026	24744	BOE Notice8osRZgXO8LIE86e1ncteWahoo Paper	Accounts Payable	\$18.19
Column Software PBC	06/08/2026	24744	BOE NoticeVDtvcUNyheX4Y0sZxdVjWahoo Paper	Accounts Payable	\$166.21
Culligan Of Omaha	06/08/2026	24745	Solar Salt	Accounts Payable	\$47.75
Eakes	06/08/2026	24746	EGOLDFAX	Accounts Payable	\$44.54
Educational Service Unit #2	06/08/2026	24747	4th Quarter -CH	Accounts Payable	\$4,705.61
Educational Service Unit #2	06/08/2026	24747	4th Quarter Billing	Accounts Payable	\$39,273.71
First National Bank	06/08/2026	24748	Visa Charges	Accounts Payable	\$1,432.15
Follett Content Solutions, LLC	06/08/2026	24749	ELEM Library Books	Accounts Payable	\$474.39
Frontier Cooperative	06/08/2026	24750	Diesel Fuel	Accounts Payable	\$138.77
Helm Service Inc	06/08/2026	24751	Service Call ELEM	Accounts Payable	\$2,802.50
Helm Service Inc	06/08/2026	24751	Service Call HS	Accounts Payable	\$6,499.66
Hometown Leasing	06/08/2026	24752	Copier Lease	Accounts Payable	\$1,738.03
Inland Truck Parts & Service	06/08/2026	24753	Service/Repairs- Bus #18	Accounts Payable	\$798.13
INTERMEDIA.NET INC	06/08/2026	24754	Phone Services	Accounts Payable	\$104.67
Knoell Enterprises LLC	06/08/2026	24755	PreK Graduation Sign	Accounts Payable	\$100.00
KSB School Law	06/08/2026	24756	District Legal Services	Accounts Payable	\$2,092.50
Learn 2 Move	06/08/2026	24757	PT Services	Accounts Payable	\$515.83
Linewize	06/08/2026	24758	Linewize/Classwize- 26/27SY	Accounts Payable	\$1,528.80
Madonna Ability Alliance	06/08/2026	24759	May Services-BW	Accounts Payable	\$3,088.50
Matheson Tri-Gas, Inc.	06/08/2026	24760	Tank Rentals-Shop Class	Accounts Payable	\$670.28
Matheson Tri-Gas, Inc.	06/08/2026	24760	Welding Supplies	Accounts Payable	\$635.56
MCI	06/08/2026	24761	Long Distance services	Accounts Payable	\$144.07
Menards	06/08/2026	24762	Maintenance Supplies	Accounts Payable	\$35.98
Menards	06/08/2026	24762	Summer Cleaning Supplies	Accounts Payable	\$224.32

Menards	06/08/2026	24762	Supplies- MaintenanceBus Barn	Accounts Payable	\$152.83
Metropolitan Utilities District	06/08/2026	24763	Natural Gas Bills	Accounts Payable	\$3,668.00
Nebraska ALCD	06/08/2026	24764	Membership Dues-SN	Accounts Payable	\$50.00
Nebraska Council Of School Administrators	06/08/2026	24765	Admin DaysYearly Dues	Accounts Payable	\$4,234.00
Novotny, Stefanie E	06/08/2026	24766	Mileage	Accounts Payable	\$406.00
Novotny, Tahler M	06/08/2026	24767	Mileage	Accounts Payable	\$170.95
One Source	06/08/2026	24768	BackGround Checks	Accounts Payable	\$117.50
OPPD	06/08/2026	24769	Electric Bills	Accounts Payable	\$12,428.50
Publication Printing Of Nebraska, Inc.	06/08/2026	24770	Elementary Supplies	Accounts Payable	\$225.80
Rapid Ribbons & Awards	06/08/2026	24771	Track & Field Ribbons	Accounts Payable	\$597.96
School Health Corporation	06/08/2026	24772	COOP Supplies	Accounts Payable	\$10.66
School Specialty LLC	06/08/2026	24773	COOP Supplies	Accounts Payable	\$13.95
Student Assurance Services	06/08/2026	24774	Student Liability Insurance	Accounts Payable	\$1,193.40
Summit Fire Protection	06/08/2026	24775	Semi-Annual Inspection-Fire Alarm System-ELEM	Accounts Payable	\$935.00
Summit Fire Protection	06/08/2026	24775	Semi-Annual Inspection-Fire Alarm System-HS	Accounts Payable	\$935.00
Summit Fire Protection	06/08/2026	24775	Service Call-dirty duct detector	Accounts Payable	\$600.00
TNT Cleaning Service	06/08/2026	24776	Cleaning Services	Accounts Payable	\$6,480.00
U.S. Bank	06/08/2026	24777	Visa Charges	Accounts Payable	\$599.45
Voss Lighting	06/08/2026	24778	Light Bulbs	Accounts Payable	\$2,040.00
Walz, Katherine M	06/08/2026	24779	Mileage	Accounts Payable	\$89.18
Waste Connections Of Ne, Inc.	06/08/2026	24780	Trash Services-ELEM	Accounts Payable	\$404.89
Waste Connections Of Ne, Inc.	06/08/2026	24780	Trash Services-HS	Accounts Payable	\$643.15
Windstream	06/08/2026	24781	Phone Services-ELEM	Accounts Payable	\$114.70
Windstream	06/08/2026	24781	Phone Services-HS	Accounts Payable	\$158.72
Yutan Lunch Fund	06/08/2026	24782	PreK Snacks	Accounts Payable	\$476.35
Total Accounts Payable General Fund					\$127,059.31
OneAmerica	06/08/2026	24783	OneAmerica Basic Life and AD&D	Payroll Liability	\$190.35
OneAmerica	06/08/2026	24783	OneAmerica Child Voluntary Life and AD&D	Payroll Liability	\$21.60
OneAmerica	06/08/2026	24783	OneAmerica Employee Voluntary Life and AD&D	Payroll Liability	\$399.10
OneAmerica	06/08/2026	24783	OneAmerica Long-Term Disability	Payroll Liability	\$1,229.04
OneAmerica	06/08/2026	24783	OneAmerica Short-Term Disability	Payroll Liability	\$911.90
OneAmerica	06/08/2026	24783	OneAmerica Spouse Voluntary Life and AD&D	Payroll Liability	\$62.43
Ameritas Life Insurance Corp	06/08/2026	24784	Ameritas Vision - Emp + Children	Payroll Liability	\$75.00
Ameritas Life Insurance Corp	06/08/2026	24784	Ameritas Vision - Emp + Spouse	Payroll Liability	\$92.80
Ameritas Life Insurance Corp	06/08/2026	24784	Ameritas Vision - Family	Payroll Liability	\$274.56
Ameritas Life Insurance Corp	06/08/2026	24784	Ameritas Vision - Single	Payroll Liability	\$111.80
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - EE & Children HSA NB Plan	Payroll Liability	\$1,347.23
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - EE & Children PPO NB Plan	Payroll Liability	\$1,569.62
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - EE & Children PPO PSBC Plan	Payroll Liability	\$3,139.24

Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - EE & Spouse PPO NB Plan	Payroll Liability	\$3,563.42
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - EE & Spouse PPO PSBC Plan	Payroll Liability	\$1,781.71
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - Family HSA NB Plan	Payroll Liability	\$8,213.68
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - Family HSA PSBC Plan	Payroll Liability	\$26,694.46
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - Family PPO BH Plan	Payroll Liability	\$2,392.39
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - Family PPO NB Plan	Payroll Liability	\$16,746.73
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - Family PPO PSBC Plan	Payroll Liability	\$9,569.56
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - Single HSA BH Plan	Payroll Liability	\$1,456.42
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - Single HSA PSBC Plan	Payroll Liability	\$728.21
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - Single PPO BH Plan	Payroll Liability	\$848.46
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - Single PPO NB Plan	Payroll Liability	\$3,393.84
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Benefit - Single PPO PSBC Plan	Payroll Liability	\$3,393.84
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Dental - EE & Children	Payroll Liability	\$222.46
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Dental - EE & Spouse	Payroll Liability	\$225.60
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Dental - Family	Payroll Liability	\$835.14
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Dental - Single	Payroll Liability	\$508.48
Blue Cross / Blue Shield	06/08/2026	24785	BCBS Section 125 Dental	Payroll Liability	\$1,321.45
Credit Management Services	06/08/2026	24786	Credit Management Services Garnishment	Payroll Liability	\$243.37
First State Bank - State Taxes	06/08/2026	24787	State Withholding - NE	Payroll Liability	\$11,080.02
First State Bank - Payroll Taxes	06/08/2026	24788	Federal Withholding	Payroll Liability	\$25,394.79
First State Bank - Payroll Taxes	06/08/2026	24788	FICA	Payroll Liability	\$47,039.54
First State Bank - Payroll Taxes	06/08/2026	24788	Medicare	Payroll Liability	\$11,001.18
Retirement Plan Consultants LLC	06/08/2026	24789	403b % Roth	Payroll Liability	\$618.68
Retirement Plan Consultants LLC	06/08/2026	24789	403b (Traditional)	Payroll Liability	\$6,517.68
Retirement Plan Consultants LLC	06/08/2026	24789	403b Roth	Payroll Liability	\$150.00
State Of Nebraska NPERS	06/08/2026	24790	NPERS	Payroll Liability	\$56,332.22
State Of Nebraska NPERS	06/08/2026	24790	NPERS Increased Contribution	Payroll Liability	\$2,679.02
Transamerica Life Insurance Company	06/08/2026	24791	Transamerica Basic Accident Plan Option 2	Payroll Liability	\$247.78
Transamerica Life Insurance Company	06/08/2026	24791	Transamerica Critical Illness	Payroll Liability	\$173.03
Yutan Flex Account	06/08/2026	24792	Dependent Care	Payroll Liability	\$1,246.66
Yutan Flex Account	06/08/2026	24792	Medical Flex	Payroll Liability	\$957.49
Yutan School Lunch	06/08/2026	24793	Lunch Deduction	Payroll Liability	\$147.25
DirectDep- First State Bank	06/08/2026	EFT	Direct Deposit	Payroll Liability	\$273,793.46
HSA Bank	06/08/2026	EFT	HSA Bank Benefit	Payroll Liability	\$8,458.64
Total Payroll General Fund					\$537,401.33
TOTAL GENERAL FUND					\$664,460.64
Ashland Lettuce Company	06/08/2026	7076	Lunch Food	Accounts Payable	\$160.32
Campos, Tracy	06/08/2026	7077	Lunch money refund	Accounts Payable	\$9.10

Egan Supply Co, Inc.	06/08/2026	7078	HS Dishwasher Lease	Accounts Payable	\$275.19
Govier, Jill	06/08/2026	7079	Lunch money refund	Accounts Payable	\$56.10
Hiland Dairy	06/08/2026	7080	MILK-ELEM	Accounts Payable	\$662.82
Hiland Dairy	06/08/2026	7080	MILK-HS	Accounts Payable	\$18.47
Hobza, Nicole A	06/08/2026	7081	Lunch money refund	Accounts Payable	\$72.30
Kelly, Krystal	06/08/2026	7082	Lunch money refund	Accounts Payable	\$122.90
Marking Refrigeration, Inc	06/08/2026	7083	Ice Machine Maintenance	Accounts Payable	\$250.00
Martin Bros.	06/08/2026	7084	ELEM Lunch Food	Accounts Payable	\$2,577.42
Martin Bros.	06/08/2026	7084	HS Lunch Food	Accounts Payable	\$3,278.63
Paige Baughman	06/08/2026	7085	Lunch money refund	Accounts Payable	\$9.10
Pizza Hut	06/08/2026	7086	Pizza Hut School Lunch	Accounts Payable	\$554.75
Swahn, Mandi	06/08/2026	7087	Lunch money refund	Accounts Payable	\$27.45
Tichota, Amy	06/08/2026	7088	Lunch money refund	Accounts Payable	\$38.05
Trent, Darcy	06/08/2026	7089	Lunch money refund	Accounts Payable	\$14.80
Trost, Bethany J	06/08/2026	7090	Lunch money refund	Accounts Payable	\$432.95
Wright, Rachel	06/08/2026	7091	Lunch money refund	Accounts Payable	\$58.55
Total Accounts Payable Lunch Fund					\$8,618.90
OneAmerica	06/08/2026	7092	OneAmerica Basic Life and AD&D	Payroll Liability	\$11.21
OneAmerica	06/08/2026	7092	OneAmerica Child Voluntary Life and AD&D	Payroll Liability	\$2.40
OneAmerica	06/08/2026	7092	OneAmerica Employee Voluntary Life and AD&D	Payroll Liability	\$42.50
OneAmerica	06/08/2026	7092	OneAmerica Long-Term Disability	Payroll Liability	\$35.21
OneAmerica	06/08/2026	7092	OneAmerica Short-Term Disability	Payroll Liability	\$26.33
Ameritas Life Insurance Corp	06/08/2026	7093	Ameritas Vision - Family	Payroll Liability	\$24.96
Ameritas Life Insurance Corp	06/08/2026	7093	Ameritas Vision - Single	Payroll Liability	\$8.60
First State Bank - State Taxes	06/08/2026	7094	State Withholding - NE	Payroll Liability	\$174.30
First State Bank - Payroll Taxes	06/08/2026	7095	Federal Withholding	Payroll Liability	\$231.93
First State Bank - Payroll Taxes	06/08/2026	7095	FICA	Payroll Liability	\$1,528.70
First State Bank - Payroll Taxes	06/08/2026	7095	Medicare	Payroll Liability	\$357.52
State Of Nebraska NPERS	06/08/2026	7096	NPERS	Payroll Liability	\$1,309.16
State Of Nebraska NPERS	06/08/2026	7096	NPERS Increased Contribution	Payroll Liability	\$62.26
Transamerica Life Insurance Company	06/08/2026	7097	Transamerica Basic Accident Plan Option 2	Payroll Liability	\$42.56
DirectDep- First State Bank	06/08/2026	EFT	Direct Deposit	Payroll Liability	\$10,179.10
Total Payroll Lunch Fund					\$14,036.74
TOTAL LUNCH FUND					\$22,655.64

Activity Fund Receipt History

Detail report. Sorted by Site, Receipt Number.
From 05/01/2026 to 05/31/2026.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID			Tax Amount		
	Tax Name		Tax Activity		Tax Rate %			
YPS Yutan Public Schools								
001585	05/01/2026		001597		Gate Proceeds			Reserve Baseball Gate-4/16
980	Seed Money					450.00	0.00	450.00
210	Gate Receipts					78.00	0.00	78.00
						Total For 001585:		528.00
001593	05/27/2026		001605		Gate Proceeds			Reserve Baseball Gate-4/16
980	Seed Money					450.00	0.00	450.00
210	Gate Receipts					78.00	0.00	78.00
						Total For 001593:		528.00
001595	05/12/2026		001607		Gate Proceeds			JV/V Baseball Gate-4/28
980	Seed Money					450.00	0.00	450.00
210	Gate Receipts					247.00	0.00	247.00
						Total For 001595:		697.00
001596	05/12/2026		001608		Gate Proceeds			JV Baseball Gate-5/1
980	Seed Money					450.00	0.00	450.00
210	Gate Receipts					115.00	0.00	115.00
						Total For 001596:		565.00
001597	05/12/2026		001609		Gate Proceeds			JH Track Gate-5/5
980	Seed Money					450.00	0.00	450.00
210	Gate Receipts					1,426.00	0.00	1,426.00
						Total For 001597:		1,876.00
001598	05/12/2026		001610		Gate Proceeds			JV Baseball Gate-4/25
980	Seed Money					450.00	0.00	450.00
210	Gate Receipts					95.00	0.00	95.00
						Total For 001598:		545.00
001599	05/12/2026		001611		Gate Proceeds			Reserve Baseball Gate-4/24
980	Seed Money					450.00	0.00	450.00
210	Gate Receipts					163.00	0.00	163.00
						Total For 001599:		613.00
001600	05/15/2026		001612		Gate Proceeds			V/Jv Baseball Gate-5/2
980	Seed Money					450.00	0.00	450.00
210	Gate Receipts					308.00	0.00	308.00
						Total For 001600:		758.00
001601	05/15/2026		001613		Cubby's			Godfathers Pizza Money
915	Donations In and Out					718.00	0.00	718.00
						Total For 001601:		718.00
001602	05/26/2026		001614		Businesses			Donations for Staff end of Year
900	Activity In and Out					1,150.00	0.00	1,150.00
						Total For 001602:		1,150.00
001603	05/15/2026		001615		Community Members			Training Center Membership/Key
930	Training Center					235.00	0.00	235.00
						Total For 001603:		235.00
001604	05/15/2026		001616		Parents			PreK Wildlife Encounters-

Receipt History

Detail report. Sorted by Site, Receipt Number.

From 05/01/2026 to 05/31/2026.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID			Tax Amount		
Tax Name			Tax Activity		Tax Rate %			
905	Field Trip					100.00	0.00	100.00
						Total For 001604:		100.00
001605	05/15/2026		001617		Fine Arts Boosters			Fine Arts Booster payment-
840	Music- Instrumental					289.40	0.00	289.40
						Total For 001605:		289.40
001606	05/12/2026		001624		Digital Theatre LLC			Music ticket sales
360	Play Production- Musical					1,427.17	0.00	1,427.17
						Total For 001606:		1,427.17
001607	05/15/2026		001628		Parents			Chromebook Damage
1005	Technology					300.00	0.00	300.00
						Total For 001607:		300.00
001608	05/26/2026		001629		Schools			JH Track Entry-5/5
170	Track					600.00	0.00	600.00
						Total For 001608:		600.00
001609	05/26/2026		001630		Students			ELEM School Store
450	Student Council- Elementary					195.35	0.00	195.35
						Total For 001609:		195.35
001610	05/26/2026		001631		Parents			ELEM Student Council Bake Sale
450	Student Council- Elementary					580.00	0.00	580.00
						Total For 001610:		580.00
001611	05/26/2026		001632		Yutan PTO			Elem Yearbook donation
450	Student Council- Elementary					500.00	0.00	500.00
						Total For 001611:		500.00
001612	05/26/2026		001633		Students			Student Council Vending
460	Student Council- High School					126.00	0.00	126.00
						Total For 001612:		126.00
001613	05/26/2026		001634		Community Members			Training Center Membership/Key
930	Training Center					565.00	0.00	565.00
						Total For 001613:		565.00
001614	05/26/2026		001635		Parents			Band Fees
840	Music- Instrumental					25.00	0.00	25.00
						Total For 001614:		25.00
001615	05/29/2026		001636		First State Bank			Checking Interest
950	Checking Interest					148.12	0.00	148.12
						Total For 001615:		148.12
001616	05/12/2026		001618		Fine Arts Boosters			Fine Arts Booster payment-
840	Music- Instrumental					550.00	0.00	550.00
						Total For 001616:		550.00
001617	05/12/2026		001619		Schools			JV Track Entry-4/16
170	Track					450.00	0.00	450.00
						Total For 001617:		450.00
001618	05/12/2026		001620		Schools			Varsity Track Entry-4/14

Receipt History

Detail report. Sorted by Site, Receipt Number.
From 05/01/2026 to 05/31/2026.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID				Tax Amount		
Tax Name	Tax Activity								
170	Track						950.00	0.00	950.00
						Total For 001618:			950.00
001619	05/12/2026		001621		Parents	Kindergarten Field Trip \$			
905	Field Trip						24.25	0.00	24.25
						Total For 001619:			24.25
001620	05/12/2026		001622		BSN Sports	Training Center Credit			
930	Training Center						28.34	0.00	28.34
						Total For 001620:			28.34
001621	05/12/2026		001623		Schools	Track Entry/NCC Art Meal			
170	Track						190.00	0.00	190.00
800	Art-Materials						50.00	0.00	50.00
						Total For 001621:			240.00
001622	05/12/2026		001625		Students	Pie in the Face fundraiser			
460	Student Council- High School						55.00	0.00	55.00
						Total For 001622:			55.00
001623	05/12/2026		001626		Box Tops	Box-Tops for Education			
450	Student Council- Elementary						19.50	0.00	19.50
						Total For 001623:			19.50
001624	05/12/2026		001627		Community Member	Key Fob Deposit			
930	Training Center						15.00	0.00	15.00
						Total For 001624:			15.00
001625	05/12/2026		001637		Students	Pie in the Face fundraiser			
460	Student Council- High School						55.00	0.00	55.00
						Total For 001625:			55.00
001626	05/27/2026		001638		Parents	Graduation Roses			
700	Class of 2026						53.00	0.00	53.00
						Total For 001626:			53.00
						Site Total			15,509.13
						Report Total			15,509.13

Activity Fund Check Summary

Sorted by Activity ID, Site ID.
From 05/01/2026 to 05/31/2026.

Activity ID Site ID	Activity Name Site Name		Check / Void Date	Vendor Name	PO Number	Invoice No.#	Description	Amount
1020			Dual Credit/SENCAP					
YPS			Yutan Public Schools					
30623	Printed	05/06/2026	SOUTHEAST COMMUNITY COLLEGE		L-38372	SENCAP Courses		12,556.25
							Total:	\$ 12,556.25
110			Basketball- Girls					
YPS			Yutan Public Schools					
30619	Printed	05/01/2026	BSN SPORTS		933743432	Hip Numbers-Track		15.97
							Total:	\$ 15.97
115			Basketball- Girls Fundraising					
YPS			Yutan Public Schools					
30630	Printed	05/07/2026	U.S. BANK		April26	April Visa Charges		588.83
30640	Printed	05/18/2026	Supreme Basketball		Summer26	Kinetic JV GBB Summer League		375.00
30641	Printed	05/18/2026	Nebraska Girls Basketball Showcase		Summer26	Top 10 GBB Camp		425.00
30642	Printed	05/18/2026	Lakeview Girls Basketball		Summer26	JV/V GBB Team Camp		250.00
30643	Printed	05/18/2026	CONCORDIA UNIVERSITY		Summer26	Varsity GBB Camp		275.00
30648	Printed	05/20/2026	Waverly District 145		Summer26	GBB Team Camp		105.00
							Total:	\$ 2,018.83
120			Basketball- Boys					
YPS			Yutan Public Schools					
30534	Void	05/04/2026	FILLMORE CENTRAL PUBLIC SCHOOLS		02282026	BBB District Final Payment		-379.62
30619	Printed	05/01/2026	BSN SPORTS		933743432	Hip Numbers-Track		15.97
30628	Printed	05/06/2026	FILLMORE CENTRAL PUBLIC SCHOOLS		02282026-2	BBB District Final Payment-replacement check		379.62
							Total:	\$ 15.97
125			Basketball-Boys- Fundraising					
YPS			Yutan Public Schools					
30615	Printed	05/01/2026	Wahoo Boys Basketball		Summer26	Boys BB Summer Camps		360.00
30616	Printed	05/01/2026	Neumann Boys Basketball		Summer26	Boys BB JV League		260.00
30617	Printed	05/01/2026	DC West Boys Basketball		Summer26	Boys BB JV Camp		90.00
30618	Printed	05/01/2026	CONCORDIA UNIVERSITY		Summer26	Boys BB Summer Camps		550.00
30630	Printed	05/07/2026	U.S. BANK		April26	April Visa Charges		224.50
30646	Printed	05/20/2026	Neumann Boys Basketball		Summer26	Summer Weights		160.00
30653	Printed	05/29/2026	BSN SPORTS		934183604	Youth Boys BB Camp Shlrts		617.76
							Total:	\$ 2,262.26

Check Summary

Sorted by Activity ID, Site ID.
From 05/01/2026 to 05/31/2026.

Activity ID Site ID			Activity Name Site Name				Amount
Check Number	Status	Check / Void Date	Vendor Name	PO Number	Invoice No.#	Description	
140			Football				
YPS			Yutan Public Schools				
030053	Void	05/31/2026	Aaron Adams		08222025	V FB Official-8/22	-110.00
030093	Void	05/31/2026	Brad Ruwe		09122025	V FB Official-9/12	-140.00
						Total:	-\$ 250.00
150			Golf				
YPS			Yutan Public Schools				
30611	Printed	05/01/2026	PALMYRA PUBLIC SCHOOLS		042826	Golf Meet Entry-4/28	125.00
30620	Printed	05/01/2026	COUNTRY DRIVE GOLF COURSE		Summer26	Course Rental for Spring 26/Tournament Fees	1,420.00
30621	Printed	05/06/2026	ELMWOOD-MURDOCK SCHOOL		050226	Golf Entry-5/5	125.00
30635	Printed	05/11/2026	LINCOLN CHRISTIAN SCHOOL		05112026	Golf Entry-5/11	130.00
						Total:	\$ 1,800.00
170			Track				
YPS			Yutan Public Schools				
30571	Void	05/01/2026	BSN SPORTS		933743432	Hip Numbers-Track	-87.80
30613	Printed	05/01/2026	Skip Kennedy		050526	JH Track Starter- 5/5	300.00
30614	Printed	05/01/2026	ARLINGTON PUBLIC SCHOOLS		050726	Varsity Track Entry-5/7	180.00
30619	Printed	05/01/2026	BSN SPORTS		933743432	Hip Numbers-Track	303.08
30629	Printed	05/07/2026	FIRST NATIONAL BANK		April26	April Visa Charges	620.00
30630	Printed	05/07/2026	U.S. BANK		April26	April Visa Charges	827.93
30647	Printed	05/20/2026	YUTAN PUBLIC SCHOOL		Track26	State Track Meal money	440.00
						Total:	\$ 2,583.21
185			Volleyball- Fundraising				
YPS			Yutan Public Schools				
30639	Printed	05/18/2026	DC West Volleyball		Summer26	VB Summer League	250.00
						Total:	\$ 250.00
190			Wrestling				
YPS			Yutan Public Schools				
30636	Printed	05/11/2026	Loper Legacy Fund		Winter26	UNK Dual Tourney-(Breached Contract)	300.00
						Total:	\$ 300.00

Check Summary

Sorted by Activity ID, Site ID.
From 05/01/2026 to 05/31/2026.

Activity ID Site ID			Activity Name Site Name				Amount
Check Number	Status	Check / Void Date	Vendor Name	PO Number	Invoice No.#	Description	
220			General Athletics				
YPS			Yutan Public Schools				
30624	Printed	05/06/2026	Diversified Safety & Compliance		26-301066	April Drug Testing	343.60
30629	Printed	05/07/2026	FIRST NATIONAL BANK		April26	April Visa Charges	664.99
30633	Printed	05/11/2026	AMAZON CAPITAL SERVICES		11DL-9Y1Y-MQT1	Letters for Record Board	8.54
30634	Printed	05/11/2026	AWARDS UNLIMITED, INC.		332188	State BB Awards	129.30
30637	Printed	05/15/2026	NEBRASKA SCHOOL ACTIVITIES ASSOCIATION		SY26/27	Activity Registration for 26/27 SY	1,505.00
Total:							\$ 2,651.43
300			Cheerleading-Fundraising				
YPS			Yutan Public Schools				
30630	Printed	05/07/2026	U.S. BANK		April26	April Visa Charges	28.59
Total:							\$ 28.59
310			Journalism				
YPS			Yutan Public Schools				
30630	Printed	05/07/2026	U.S. BANK		April26	April Visa Charges	521.00
30654	Printed	05/29/2026	PUBLICATION PRINTING OF NEBRASKA, INC.		0526058	Chieftain Times	857.55
Total:							\$ 1,378.55
350			Play Production- One Act				
YPS			Yutan Public Schools				
30650	Printed	05/26/2026	CENTENNIAL HIGH SCHOOL		120325	District One Act-12/3	90.00
Total:							\$ 90.00
360			Play Production- Musical				
YPS			Yutan Public Schools				
30651	Printed	05/26/2026	MUSIC THEATRE INTERNATIONAL		7099507-549	Balance Due on Musical	235.87
Total:							\$ 235.87
380			Speech				
YPS			Yutan Public Schools				
30610	Printed	05/01/2026	Millard North High School		42026	JH Speech Meet Entry- 4/24	118.00
30622	Printed	05/06/2026	RAYMOND CENTRAL SCHOOLS		05042026	JH Speech Meet- 5/2	165.00
Total:							\$ 283.00

Check Summary

Sorted by Activity ID, Site ID.
From 05/01/2026 to 05/31/2026.

Activity ID Site ID			Activity Name Site Name				Amount
Check Number	Status	Check / Void Date	Vendor Name	PO Number	Invoice No.#	Description	
<hr/>							
390 Yearbook							
<hr/>							
YPS Yutan Public Schools							
30655	Printed	05/29/2026	UNIVERSITY OF NEBRASKA- LINCOLN		05212026	NHSPA Fees 2026	100.00
30657	Printed	05/29/2026	WALSWORTH PUBLISHING		6-12618-0	2026 Yearbook-2nd Deposit	5,054.90
Total:							\$ 5,154.90
<hr/>							
450 Student Council- Elementary							
<hr/>							
YPS Yutan Public Schools							
30629	Printed	05/07/2026	FIRST NATIONAL BANK		April26	April Visa Charges	361.97
Total:							\$ 361.97
<hr/>							
600 FBLA							
<hr/>							
YPS Yutan Public Schools							
30630	Printed	05/07/2026	U.S. BANK		April26	April Visa Charges	77.41
Total:							\$ 77.41
<hr/>							
710 Class of 2027							
<hr/>							
YPS Yutan Public Schools							
30630	Printed	05/07/2026	U.S. BANK		April26	April Visa Charges	128.40
30644	Printed	05/20/2026	ANDERSON'S		4686507	Prom Decorations	1,842.73
Total:							\$ 1,971.13
<hr/>							
800 Art-Materials							
<hr/>							
YPS Yutan Public Schools							
30632	Printed	05/11/2026	CONESTOGA HIGH SCHOOL		NCC26	Reimburse NCC meal money	50.00
Total:							\$ 50.00
<hr/>							
840 Music- Instrumental							
<hr/>							
YPS Yutan Public Schools							
30625	Printed	05/06/2026	J.W. PEPPER & SON, INC		368539583	Band Music- Memorial Day	35.00
30631	Printed	05/11/2026	DIETZE MUSIC HOUSE, INC.		Spring26	Dietze Invoices	800.78
Total:							\$ 835.78
<hr/>							
900 Activity In and Out							
<hr/>							
YPS Yutan Public Schools							
30638	Printed	05/15/2026	YUTAN PUBLIC SCHOOL		May26	Staff end of Year BOE	1,150.00
Total:							\$ 1,150.00
<hr/>							
915 Donations In and Out							
<hr/>							
YPS Yutan Public Schools							
30652	Printed	05/29/2026	YUTAN PUBLIC SCHOOL		Spring26	Donations for Student Lunches- ELEM	272.90
Total:							\$ 272.90

Check Summary

Sorted by Activity ID, Site ID.
From 05/01/2026 to 05/31/2026.

Activity ID Site ID			Activity Name Site Name				Amount
Check Number	Status	Check / Void Date	Vendor Name	PO Number	Invoice No.#	Description	
930			Training Center				
YPS			Yutan Public Schools				
30645	Printed	05/20/2026	AMAZON CAPITAL SERVICES		1L39-TQKX-7KWC	Summer Weights	1,589.93
30656	Printed	05/29/2026	AMAZON CAPITAL SERVICES		SummerWeigh ts26	Summer Weights	2,652.07
Total:							\$ 4,242.00
980			Seed Money				
YPS			Yutan Public Schools				
30612	Printed	05/01/2026	YUTAN PUBLIC SCHOOL	042426		Gate Box Seed Money-5/4-5/9	450.00
Total:							\$ 450.00
Report Total :							40,786.02

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~~136,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than ~~\$109~~136,000.
- 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~~136,000 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~~136,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

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

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: 10-12-2020
Revised on: 6-9-2025
Reviewed on:

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

I. Applicability of the Policy

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$~~109~~136,000, 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~~327 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

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

III. Construction Projects with an Anticipated Cost of Under ~~\$250~~350,000

A. Methods of Bidding/Soliciting Quotations or Estimates

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

- 1. Construction with an Anticipated Cost of up to ~~\$10,000~~15,000 (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~~15,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

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

2. Construction with an Anticipated Cost of between ~~\$10,000~~15,000 and ~~\$250~~350,000 (Simplified Acquisition Procedures)

For construction projects subject to this policy, simplified acquisitions are purchases that, in the aggregate amount, is more than ~~\$10,000~~15,000 and less than ~~\$250~~350,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

- B. Construction Projects with an estimated cost of between ~~\$109~~136,000 and ~~\$23~~49,999 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~~136,000 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~~136,000 and ~~\$250~~350,000.

IV. Construction Projects with an Anticipated Cost Over \$250350,000

- A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250350,000 or more will be publicly solicited using the sealed bid method
1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
 2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
 4. The contract will be awarded to the lowest responsive and responsible bidder.
 - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
 - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
 - c) Any or all bids may be rejected if there is a sound documented reason.
 5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.
 6. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

B. Advertising for Bids.

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

C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.
2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.
7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

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

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.322~~322~~³²⁷ and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. Contracting with Certain Vendors

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

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

C. Full and Open Competition

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

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed

procurement. Consideration will be given to such matters as contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

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

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

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

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

must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.~~333~~334.
 - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
 - b) Retention of construction records shall be in accordance with applicable law and Board policy.

VI. Conflict of Interest and Code of Conduct

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

C. Favors and Gifts

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

D. Enforcement

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

VII. Financial Management

A. Identification.

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as

applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives

payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

G. Allowability of Costs

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

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

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

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

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

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

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

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VIII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326—327 and described in Appendix II to Part

200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise

notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: 10-12-2020

Revised on: 6-10-2024

Reviewed on: 12-9-2024

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. ~~The district complies with Neb. Rev. Stat. §§ 79-217 to 79-223 and Title 173 Nebraska Administrative Code, Chapter 3.~~

~~**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~~**Definitions.** Terms used in this policy have the meanings given in 173 NAC 3-002. A "reportable communicable disease" means a disease that must be reported under 173 NAC, Chapter 1.

Signs and Symptoms; Sending Students Home. Staff will watch for signs and symptoms of contagious or infectious disease. These signs and symptoms include fever, flushed face, headache, body aches, unexplained tiredness, loss of appetite, stomach ache, nausea, vomiting, diarrhea, convulsions, sore throat, nasal congestion or discharge, unexplained skin eruption, and sore or inflamed eyes. The district will notify the parent or guardian of the student's signs or symptoms. Upon notice, the parent or guardian must immediately cooperate with the district to arrange safe transportation home or another appropriate caregiver for the student. The district will report any failure to reasonably cooperate with the district to the Department of Health and Human Services or local law enforcement as appropriate.

Notice to School Authority. When the district sends a student home for a suspected contagious or infectious disease, the principal or school nurse will notify the superintendent or designee without delay.

Reports to Public Health. The school nurse, or a person acting in the capacity of a school nurse, will report each case or suspected case of a reportable communicable disease. The report must go to the local public health department or the Nebraska DHHS Division of Public Health as provided in 173 NAC 1-007.04.

Exclusion From School. The district will exclude a student with a confirmed communicable disease for at least the minimum isolation period in

Attachment 1 to 173 NAC, Chapter 3. The student must be free of acute signs and symptoms. The student must be fever-free for 24 hours without fever-reducing medication before returning to school.

School Attendance and Participation in School Sponsored Activities.

The district will provide educational services to a student 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 as required by law. The district will restrict the student as needed to prevent the transmission spread of the disease, to protect the student's 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 NSAA rules and procedures, if any, the provisions of the district activity handbook.

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 plans 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 **Outbreaks**. In an outbreak or epidemic or outbreak of a communicable disease which may include, but is not limited to, the emergency exclusion or alternative placement of superintendent may exclude students, reassign students, or close one or more schools. The superintendent will coordinate with the closure of a school building or the entire school district. local health department and the Nebraska Department of Health and Human Services as needed.

Confidentiality. The existence of an individual's district will keep information about a person's communicable disease shall be treated as confidential and will be limited to school. The district will share information only with staff on a "need-to-know" basis. If it is necessary to When the district must inform a person of another's about another person's condition (due to exposure, for instance), the person will be notified of, the

~~confidentiality of district will inform that disclosure. In addition, any communication person of the duty to keep the information confidential. The district will communicate about a student's communicable disease shall be consistent with that the 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~~

~~ff~~

Adopted on: 10-12-2020

Revised on:

Reviewed on: 4-14-2025

3057 Title IX Policy

As required by Title IX of the Education Amendments of 1972, it is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report may be made by any means to the district's Title IX Coordinator, who can be contacted at Alex Nielsen, Title IX Coordinator, 1200 2nd Street, Yutan, NE 68073 or at 402-625-2243 or at anielsen@yutanps.org. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

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

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- **Formal complaint** means a document or electronic submission filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity.
- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- **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. 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.
- **Sexual harassment** means conduct on the basis of sex where (1) An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct; (2) An individual experiences unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies the person equal access

to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or stalking as further defined below. Any report of conduct not meeting these definitions will not require the grievance procedure described in this policy.

- **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means 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) Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, or by a sex-related object. ~~The carnal knowledge of a person, without the consent of the victim, This definition includes including instances in which 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 (including due to the influence of drugs or alcohol) or because of age. Physical resistance is not required on the part of the victim to demonstrate lack of consent.~~
 - **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¶~~

▪ **Criminal Sexual Contact**—The intentional touching of the ~~clothed or unclothed private~~ body parts of another person for the purpose of sexual gratification, without the consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. The forced touching by the victim of the actor's clothed or unclothed body parts, without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense includes instances where the victim is incapable of giving consent because of age or incapacity due to temporary or permanent mental or physical impairment or intoxication for the purpose of sexual degradation, sexual gratification, or sexual humiliation., 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

- **Unlawful Sexual intercourse** ~~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**, as defined in 34 U.S.C. § 12291(a)(10), which means 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 following factors:
 - The length of the relationship.
 - The type of relationship.

- The frequency of interaction between the persons involved in the relationship.
- **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
 - fear for his or her safety or the safety of others; or
 - suffer substantial emotional distress.
- **Supportive measures** are non-disciplinary, non-punitive individualized services offered without fee that do not unreasonably burden the parties. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Reporting Sexual Harassment. Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the district's Title IX Coordinator. district personnel will not retaliate against any individual based on any report of suspected sexual harassment. Any district employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

Response to Sexual Harassment

General Obligations. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the

United States, the district will respond promptly in a manner that is not deliberately indifferent. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's ability to impose discipline for off-campus misconduct does not necessarily constitute “substantial control” over the respondent and the context. The district’s response to an allegation of sex harassment will treat complainants and respondents equitably.

Limitations on Discipline. No respondent will have disciplinary sanctions imposed upon him/her until the conclusion of the formal grievance process described below.

Emergency Removal. Disciplinary sanctions do not include removal on an emergency basis where the respondent is an immediate threat to the health or safety of another as a result of allegations of sexual harassment. The district also may place any employee on administrative leave during the pendency of the grievance process below.

Grievance Process for Formal Complaints of Sexual Harassment

General Obligations. All Title IX team members and individuals carrying out district obligations will comply with the regulatory requirements of objective evaluations, avoiding conflict of interest or bias, training, and protection of legally privileged information.

Presumption. It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Grievance Procedure

Time Frames. The district will resolve grievances in a time frame that is reasonably prompt. Good cause for delay may include considerations such as the absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

Range of Possible Sanctions and Remedies. At the conclusion of the grievance process, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including

expulsion and/or immediate discharge from employment.

Separation of Roles. The decision-maker cannot be the same person as the Title IX Coordinator or the investigator(s).

Notice of Allegations. Upon receipt of a formal complaint, the district will provide notice of this policy and the allegations to all parties. The notice will include sufficient details known by the district at that time to provide sufficient time to prepare a response before any initial interview. Sufficient details, if known by the district, include the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident. The district will provide notice of additional allegations revealed during an investigation to the parties.

Dismissal of Formal Complaint. The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint, would not constitute sexual harassment even if proven; did not occur in the district's education program or activity; or if the conduct alleged did not occur against a person in the United States.

The district **may** dismiss the formal complaint if, at any time during the investigation or hearing, the complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled in or employed by the district; or specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

Investigation of Formal Complaint. When investigating a formal complaint and throughout the grievance process, the district will designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint. The district may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

The district will bear the burden of gathering evidence sufficient to reach a

determination regarding responsibility. All parties will have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The district may not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

All parties will have the same opportunity to be accompanied by the advisor of their choice in any meeting or grievance proceeding. This policy does not relieve the advisor of choice of any other applicable legal obligations or limitations. The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

The district will provide written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.

All parties will have an equal opportunity to inspect and review evidence obtained as part of the investigation if that evidence is directly related to the allegations raised in a formal complaint. The parties will have no less than 10 calendar days to review the evidence and submit a response. The investigative report will fairly summarize the relevant evidence and the investigator will send the finalized report to all parties and their advisors.

Determination Regarding Responsibility. Before the district reaches a determination regarding responsibility, each party may submit written, relevant questions of any party or witness. The decision-maker will provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition are never relevant. Questions about the complainant's prior sexual behavior are only relevant if those questions and evidence are offered (1) to prove that someone other than the respondent committed the conduct alleged by the complainant, or (2) are offered to prove consent and concern specific incidents of the complainant's prior sexual behavior with respect to the respondent. If the decision-maker decides to exclude a question because it is not relevant, he/she will explain the basis for that decision.

The decision-maker will issue a written determination regarding responsibility no sooner than ten days after the parties receive the final investigative report. The decision-maker will apply the preponderance of the evidence standard. The written determination will include:

- Identification of the allegations potentially constituting sexual

harassment;

- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- Findings of fact supporting the determination;
- Conclusions regarding the application of the district's code of conduct to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
- The district's procedures and permissible bases for the complainant and respondent to appeal.

The district will provide the written determination to the parties simultaneously. If neither party timely appeals, the determination becomes final. If a party appeals, the determination will become final on the date that the district provides the parties with the written determination of the result of the appeal.

Appeals. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

Time for Appeal. Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools no later than 5:00 pm on the fifth calendar day after the written determination is issued. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds 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.

Grounds for Appeal. Appeals are limited to the following grounds:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination or dismissal was made that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The district will notify other parties in writing when an appeal is filed; implement appeal procedures equally for all parties; and ensure that the decision-maker for the appeal is not the same person as the decision-maker, the investigator(s), or the Title IX Coordinator.

The district will give both parties a reasonable, equal opportunity to submit a written statement that supports or challenges the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Informal Resolution. The district may informally resolve allegations without completing the grievance procedure with the written consent of all parties. The process may not be used when allegations involve an employee harassing a student. As part of this process, the district will provide to the parties in writing a notice stating:

- the allegations;
- the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Recordkeeping. The district will maintain the following records for a period of seven years:

- Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed, and any remedies provided;
- Any appeal and its result;
- Any informal resolution and its result; and
- All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website, then the district will make these materials available upon request for inspection by members of the public.

The district will also create records documenting any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken. The district will maintain these records for a period of seven years.

Retaliation Prohibited. Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006

(Complaint Procedure).

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided that a determination regarding responsibility alone is not sufficient to conclude that any party made a materially false statement in bad faith.

Notification of Policy. The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

Publication of Policy. The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

Application Outside the United States. The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

Scope of Policy. Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Adopted on: 7-14-2025

Revised on:

Reviewed on:

3061 ACH Originator

The District sends electronic payments through the ACH (Automated Clearing House) Network such as payroll direct deposits and/or vendor payments. Because of these payments, the District is classified as an ACH Originator. As an ACH Originator, the District complies with the National Automated Clearing House Association (NACHA) Operating Rules which govern the ACH Network. The District's bank requires compliance with the Rules as a condition of the District's ability to send ACH Payments.

Responsibilities. The District follows all terms of its Originating Depository Financial Institution/Originator Agreement with its bank. The District obtains a written authorization before sending any ACH payment. The District meets all processing deadlines set by the bank and NACHA. The District gives authorization records to the bank upon request within NACHA's required timeframes. The District keeps all sensitive banking information secure. When the District receives a Notification of Change, it updates the payment record before the next ACH transaction. When the District receives a return due to an error or unauthorized activity, it stops all related subsequent payments until instructions are received from the Bank. The District keeps its computer systems and network secure in line with its bank agreement. The District uses procedures to spot unauthorized payments. All employees with ACH duties will complete training, if required by the Bank or NACHA, and respond to audit requests. The District will implement internal controls and procedures to mitigate errors and risk of unauthorized ACH entries.

Fraud Monitoring. The District reviews ACH transactions for unusual patterns or amounts before submitting each file. If the District suspects an error or unauthorized ACH transaction, the District will: determine whether the problem is fraud, a scam, or an internal error; notify the bank right away; contact law enforcement if needed; and stop all related future ACH transactions.

Employee Training. All employees with ACH duties will complete any ACH origination training required by the District's designated bank(s).

Adopted on:
Revised on:
Reviewed on:

4019

Workplace Injury Prevention and Safety Committee

The school district is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with this school district. Every employee should show concern for the safety of fellow employees, students, and members of the public. The district shall have a safety committee as required by Nebraska law. Members of the safety committee ~~shall~~ may be established through the collective bargaining process.

The committee ~~shall~~ will adopt and maintain a written injury prevention program. The committee ~~shall~~ will participate in the development of safety education, training, and the establishment of safety rules, policies and procedures pursuant to this policy, the district's written injury prevention program, or as otherwise provided by law. Training for employees ~~shall~~ will be conducted annually.

The workplace injury prevention and safety committee ~~shall~~ will maintain minutes of all meetings and file them in the district office. The committee ~~shall~~ will implement accident investigation, record keeping procedures, safety rules, safety and health training, and policies. The district ~~shall~~ will maintain records for at least three years, or longer if directed by the Department of Labor.

The committee ~~shall~~ will meet at least once every three months or more frequently in the event of an employee complaint or of a job-related injury or death. The workplace injury prevention and safety committee ~~shall~~ will keep written minutes of all meetings, and provide a copy to the superintendent or designee who ~~shall~~ will maintain the minutes in the district's administrative offices for a period of at least three years, unless otherwise instructed by the Department of Labor.

The workplace injury prevention and safety committee ~~shall~~ will develop an injury prevention plan and present it to the board. The plan should be developed and presented in the spirit of employees working together in a cooperative, non-adversarial effort to promote safety at the work sites within the district.

The superintendent or designee ~~shall~~ will assure that the safety training for employees is reviewed annually or more frequently, if

needed. He or she ~~shall~~will provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming new and different duties within the school district, if appropriate.
2. Job specific training for employees before they perform potential hazardous work.
3. Periodic refresher training and dissemination of information on an annual basis, or more frequently if so designated by the administrator, for employees regarding the injury prevention plan of the unit and safety rules, policies, and procedures pertaining to safety within the school district.

In the event of a death in the workplace, the workplace injury prevention and safety committee ~~shall~~will forward to the Department of Labor within 15 working days a copy of any review of the matter made by the workplace injury prevention and safety committee.

The superintendent or designee ~~shall~~will establish or cause to be established record-keeping procedures to control and maintain all accident and injury records pertaining to accidents and injuries within the district or activities under the control of the district. Such records ~~shall~~will be kept for at least three years, or longer if so advised by the Department of Labor.

The workplace injury prevention and safety committee will confer with the district's crisis team and ~~shall~~will review the district's All-Hazard School Safety Plan upon its adoption by the crisis team.

Adopted on: 11-9-2020

Revised on:

Reviewed on: 10-9-2023

5001 Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

Attendance Officer

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

Excused Absences

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

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

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

Excessive Absenteeism

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

When a student has accrued 20 days of unexcused absences, or the hourly equivalent, the district may report the matter to the county attorney in the county where the student resides.

Adopted on: 12-14-2020
Revised on: 8-12-2024
Reviewed on: 11-10-2025

5003 Admission of Part-Time Students

A student may be permitted to enroll on a part-time basis pursuant to this policy and applicable curricular practices when enrollment is appropriate for reasons that include but are not limited to the following: the student attends another education institution on a primary basis; is enrolled for a limited number of credit hours needed to graduate; has a modified schedule because of a disability or as part of an individualized education plan; or is a student who attends a private, denominational, or parochial school or a school that elects not to meet accreditation or approval requirements (referred to herein as an exempt school student or an exempt school, respectively).

Eligibility and Application for Enrollment. A student may be eligible for part-time enrollment if the student:

1. is of appropriate age to attend school;
2. is a resident of this school district;
3. ~~is or~~ a resident of another school district attending a private, denominational, parochial, or exempt school, ~~but only. For residents of another school district, the student is only eligible to part time enroll if~~
 - a. this school district is the closest to the student's residence that offers the extracurricular sport or activity they desire to participate in, and their resident school district does not offer that sport or activity;; or
 - b. the school building the student would attend if accepted for part-time enrollment is closer than the school building the student attends or would attend at the resident district;
4. has not graduated from high school; and
5. has not received a graduate equivalency diploma.

The parent or guardian must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district prior to the year of enrollment. For second semester high school courses, the application must be filed by December 1st. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian must apply for enrollment each school year.

Limitations Based on Resources. The part-time enrollment of students is subject to limitations for grades, classes, courses, and programs based on the limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

Placement of Students. Students accepted for part-time enrollment shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student's age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students.

Grades and Academic Honors. Students accepted for part-time enrollment shall receive grades, report cards, and transcripts, but shall not be eligible to graduate, receive a diploma or qualify for class ranking unless they meet all district requirements including earning a sufficient number of credit hours and semesters of attendance.

Applicability of School Rules. Students accepted for part-time enrollment are subject to all rules and standards of the board of education and administration as set forth in policy, handbooks or other communications, as well as the rules and directives of the building administration and staff. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course, course-related activity, or an extracurricular activity or sport, unless the building principal approves their presence. Students who violate school policies, rules, or directives shall be subject to disciplinary procedures up to and including suspension and expulsion.

Extracurricular Sports and Activities.

Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district.

Exempt school students may only participate in extracurricular sports and activities if they are enrolled in at least 20 total credit hours per semester, when combining the exempt school credit hours and credit hours taken on a part-time basis at the school district. ~~and enrolled in the number of credit hours at this school district set out below.~~ Exempt school students are not eligible to participate in extracurricular sports and activities sponsored by the school district if they participate in any sport or activity sponsored by any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities at

the school district must enroll in the following number of credit hours from the school district:

1. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.
2. For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
3. For extracurricular sports and activities not regulated or governed by any such entity: 5 credit hours. Any such students who desire to participate in extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member must be enrolled in 5 credit hours in this school district to participate. [Choice A: let them participate non-regulated activities without enrolling in classes] Students seeking to participate in extracurricular sports and activities not regulated by such an entity may participate without enrolling in any classes at the school district but must still fill out the application form. [Choice B: require some number of credit hours from the district to participate in non-regulated activities]. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least [insert your number here] credit hours on a part-time basis.

All students permitted to participate in extracurricular sports and activities under this policy must also meet all other eligibility requirements set by the board, administration, and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes but is not limited to rules for completing courses; up/down lists for deficient grades and/or incompletes; and all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity or sport.

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation to and from the school for class attendance purposes, unless required by law. Eligible part-time students are entitled to transportation to and from practices and extracurricular events to the same extent as the school district's full-time students, but part-time students must arrange their own transportation and arrive timely to the designated pick-up point for such transportation.

Option Enrollment. Students may not enroll on a part-time basis pursuant to the school's option enrollment program.

Adopted on: 12-14-2020
Revised on: 7-14-2025
Reviewed on:11-10-2025

5004 Option Enrollment

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

1. Definitions

- a. **Option Student Defined.** Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. **Resident School District Defined.** Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. **Option School District Defined.** Option school district means the school district that a student chooses to attend other than his or her resident school district.
- d. **Elementary School Defined.** Elementary school means grades K - 6.
- e. **Middle School Defined.** Middle school means grades 7 and 8.
- f. **High School Defined.** High school means grades 9 through 12.
- g. **Individual Student Defined.** Individual Student means the individual person seeking to begin attendance as an option student in the school district and who such person's parent or legal guardian has identified in a ~~written~~ application for option enrollment submitted to the school board.
- h. **Applicants Defined.** Applicants means the Individual Student together with all siblings of the Individual Student.
- i. **Siblings Defined.** Siblings means all children residing in the same household on a permanent basis who have the same mother or father or who are stepbrother or stepsister to each

other who have not received a high school diploma or its equivalent.

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

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

4. Automatic Acceptance. The option school district must automatically accept applications of Individual Students under the following circumstances:

- a. The Individual Student relocates in a different school district but wants to continue attending his or her original resident school district and the Individual Student has been enrolled in his or her original resident school district for the immediately preceding two years (in which case the time deadlines are waived);
- b. The Individual Student relocates in a different school district but wants to continue attending the option school district (in which case the time deadlines are waived); or
- c. The Individual Student is a sibling of an option student enrolled in the option school district.

5. Standards for Acceptance or Rejection of All Other Option Students. For Individual Students not entitled to automatic acceptance as described in the preceding section, no application for option enrollment may be accepted if enrollment in the school district if any of the Applicants would exceed the school district's capacity as described in this section.

- a. **Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that any of the student Applicants has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been identified as a student with a disability as defined in section 79-1118.01, the

application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide all of the applicant Applicants the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

- b. **Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.
- c. **Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.
- d. **Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept ~~an~~ any application for option student enrollment when acceptance enrollment of any of the student Applicants:
 - i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to any of the student Applicants;
 - ii. Would require the procurement of new equipment, technology, or furnishings;
 - iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;

- iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
 - v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.
 - e. **Prohibited Standards.** The school district shall not base the decision to accept or reject ~~an option student on the student's~~ **the application of the Individual Student on any of the Applicants'** previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.
 - f. **Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted ~~in the following order:~~
 - i. ~~students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority; ¶~~
 - ii. ~~thereafter, option students shall be accepted into such program, class, grade level or school building~~ in the order in which written applications were received by the school district.
 - g. **Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.
- 6. **False or Misleading Option Applications.** If, prior to the ~~student's~~ **Individual Student's** attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information **about any of the Applicants**, the option application will be rejected.
- 7. **Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.

8. Information Regarding Schools, Programs, Policies and Procedures. The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.

9. Procedure for Students Optioning Into or Out of the School District.

- a. The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.
- b. On or before April 1st, the school district shall notify the parent or legal guardian of any ~~student~~ Individual Student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

10. Late Applications and Requests for Release

- a. The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:
 - i. When the district has already entered into contracts with teaching staff for the following school year;
 - ii. When the district has already contracted for the performance of specific services for the student;
 - iii. When the release of the student would have a negative financial impact or loss of revenue for the district.

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

- i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;
- ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

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

~~ff~~

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

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

- a. A student does not need to be released from his/her resident district or the option school district the student is attending at the time of application under the following circumstances:
 - i. When the student has relocated to a different resident school district after February 1
 - ii. When a student's option school district merges with another district effective after February 1
- b. The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

11. **Cancellation of Option.**

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

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

12. Authority of Superintendent.

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

Adopted on: 12-14-2020
Revised on: 6-10-2024
Reviewed on: 11-10-2025

5035 Student Discipline

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

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

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

"Parent" means parent, guardian, or educational decisionmaker of the student. "Educational decisionmaker" means a person designated or ordered by a court to make educational decisions on behalf of a child.

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

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

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student:

1. ~~Brings~~ Brings a deadly weapon as defined in section 28-109 onto school grounds, into a vehicle owned, leased, or contracted by a school being used for a school purpose or into a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event; or
2. Engages in violent behavior capable of causing physical harm to another student or school employee.

As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

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

Short-Term Suspension

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to

- further school purposes, or to prevent an interference with school purposes.
2. ~~Prior~~After the principal has determined that a short-term suspension is necessary, but prior to commencement of the short-term suspension, the student and the Parent will be given oral ~~or~~and written notice of the charges against the student. ~~The student~~will be advised of what ~~he or she~~the student is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to ~~explain and present evidence of~~ the student's version of the facts.
 3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's ~~parent or guardian~~Parent, describing:
 - a. ~~The~~the student's conduct, misconduct or violation of the rule or standard ~~and~~;
 - b. ~~The~~the reasons for the action taken;
 - c. The actions made by the school to try to discontinue or alleviate the behavior of the student prior to considering suspension;
 - d. Resources the school is able to provide or recommend to assist the student; and
 - e. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school.
 4. ~~An~~ opportunity will be given to the student, and the student's ~~parent or guardian~~Parent, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the ~~parent or guardian~~Parent, is to attend the conference. If no conference has been held, a Parent may submit a written request to the suspending principal before the student returns to school.
 5. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

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

Weapons and/or Firearms

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

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

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

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

Consequences - Firearm. Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

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

Confiscation of Firearms and Weapons. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm or weapon possessed in violation of this policy. Any firearm that is

confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

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

Long-Term Suspension

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

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's ~~parent or guardian~~Parent. This review shall be limited to newly discovered evidence or evidence of changes in the student's

circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;

3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff

- members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
- b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
 - i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites

such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

- j. Violations of the district's acceptable computer use policy;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
- n. Violation of the school's audio and video recording policy; and
- o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's ~~parents or guardian~~ **Parent** with a written notice by registered or certified mail or personal service within two school days of the date of the decision to

recommend long-term suspension or expulsion. The notice shall include the following:

- a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. Resources the school is able to provide or recommend to assist the student;
 - d. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school;
 - e. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
 - f. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - g. A statement that the principal, legal counsel for the school, the student, the student's ~~parent~~Parent, or the student's representative ~~or guardian~~ has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - h. A form on which the student, the student's ~~parent, or the student's guardian~~Parent may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory

reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, ~~the student's parents, guardian~~Parent, or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's ~~parent or guardian~~Parent may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's ~~parent or guardian~~Parent must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's ~~parent or guardian~~Parent of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's ~~parent or guardian~~Parent, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, ~~and the student's parent, guardian,~~Parent, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.

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

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

Reporting Requirement to Law Enforcement

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

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

Adopted on: 12-14-2020
Revised on: 7-15-2024
Reviewed on: 12-08-2025

5048
Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)

School employees will comply with the requirements of the NDE Rule 59 ~~Protocol~~ protocol entitled, "Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" (Protocol) to address incidents of anaphylaxis involving students at school when those students do not have existing response plans. For students with individual self-management plans, Section 504 plans, or Individualized Education Programs (IEP) addressing asthma or anaphylaxis responses, school employees will comply with those plans. The district shall procure and maintain the equipment and medication necessary to implement the ~~protocol~~ Protocol.

The superintendent shall obtain the required signature(s) of one or more ~~physicians~~ Prescribing Health Care Practitioners licensed to practice medicine in Nebraska on the Protocol form entitled "~~Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)~~" (~~Protocol~~). The superintendent shall publish this policy and Protocol in each ~~student and~~ employee handbook.

The superintendent shall arrange to have a qualified medical ~~person~~ professional train employees, and for training updates as necessary. This may be a medical doctor, qualified school nurse, or other person qualified to train staff on the medication of students.

Adopted on: 12-14-2020

Revised on:

Reviewed on:

6046
Right to Access to School Library Materials

Definitions. As used in this policy,

- “Parent” means the parent, guardian, or educational decisionmaker of any student currently attending the school district; and
- “Educational decisionmaker” means a person designated or ordered by a court to make educational decisions on behalf of a child.

Catalog of Library Books. The superintendent or designee shall create and maintain a catalog of all books in the school district’s library, categorized by school building, that shall be accessible by a Parent.

Opportunity for Notification. A Parent shall have the opportunity to be notified when the Parent’s student checks out a book from the school library, which notification shall include the title of the book, the author(s) of the book, and the date the book is due to be returned to the school library. The administration may elect to allow a Parent to exercise the opportunity to receive such notifications by means of a website, application notification, or by opting into email notifications.

Nothing in this policy shall be construed to create any rights of access or rights to notification in favor of any person that does not meet the definition of Parent stated above.

Adopted on:
Revised on:
Reviewed on:

5052 School Wellness

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

1. Goals for Nutrition Promotion and Education

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

2. Goals for Physical Activity

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.
- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

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

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

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

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
 - i. USDA National School Lunch and School Breakfast nutrition standards

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

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

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

6. Food and Beverage Marketing

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

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

7. Public Participation

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

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

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

9. Triennial Assessment

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

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

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

10. Public Notice

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

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

11. Recordkeeping

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

12. Operational Responsibility

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

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

Adopted on:12-14-2020

Revised on: 8-12-2024

Reviewed on: