

**Regular Meeting of the Shelton Public Schools Board of Education**  
**Monday, June 12, 2023**  
the Elementary Conference Room  
7:30 PM

President Lewis called the Regular Meeting of the Shelton Public Schools Board of Education to order at 7:30 PM on Monday, June 12, 2023 in the Elementary Conference Room. The meeting was advertised in accordance to Policy 2003. An open meetings poster, agendas and procedures to address the Board of Education were available to visitors.

1. Call to order and roll call

Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Present, Emmy Power: Present, Lisa Stewart: Present, Dana Tompkin: Present. Present: 6.

Administrators Dr. Gannon, Mr. Kenton and Mrs. Meyer were present along with 1 visitor.

2. Routine matters

2.a. Review and approve minutes

Motion made by Kay Johnson seconded by Lisa Stewart to review and approve minutes as presented. Vote: Passed

Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 6, Nay: 0

2.b. Review and approve claims

Motion made by Lisa Stewart seconded by Emmy Power to review and approve claims 55837 to 55900 in the amount of \$216,979.55 plus regular payroll. Vote: Passed

Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 6, Nay: 0

3. Request to address the Board of Education

No requests were made to address the board.

4. Reports

4.a. Financial Report

Dr. Gannon reported on the financial status of the district.

4.b. Board Report

Nothing to report out of board committees this month.

4.c. Superintendent's Report

Dr. Gannon reported that parent involvement policies as well as student fees policy hearings will be held at the beginning of the July board meeting. Summer work is well underway in the building.

4.d. Elementary Principal's Report

Mr. Kenton reported that since implementing drug testing in 2019 we have had zero positive results. Summer school has started and is going well.

4.e. Secondary Principal's Report

Mrs. Meyer reported that credit recovery is underway, as well as summer camps and leagues. Drivers Ed has been completed for the year through the UNK Safety Center.

5. New Business

5.a. Consideration to approve the resignation of Rebecca Hoobler and the conclusion of the 22-23 school year.

Motion made by Russ Muhlbach seconded by Dana Tompkin to approve the resignation of Rebecca Hoobler at the conclusion of the 22-23 school year. Vote: Passed

Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 6, Nay: 0

5.b. Consideration to approve principals' contracts for the 23-24 school year.

Motion made by Chris Lewis seconded by Emmy Power to approve the principal contract for Jeff Kenton as presented and the contract for Jenette Meyer as amended for the 2023-2024 school year. Vote: Passed

Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 6, Nay: 0

5.c. Public information and reporting of the school Wellness Policy Triennial Assessment

Dr. Gannon reported information regarding the wellness policy assessment information and compliance. Further information is available on the school website.

5.d. Discussion and information regarding KSB Policy update for the 23-24 school year.

Discussion regarding numerous policy updates since the close of the last legislative session. Listed policies will be on the agenda at the July meeting for approval.

6. Old Business

## 7. Adjournment

Motion made by Chris Lewis seconded by Emmy Power to motion to adjourn at 9:14 pm.

Vote: Passed

Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa

Stewart: Yea, Dana Tompkin: Yea

Yea: 6, Nay: 0

Respectfully Submitted,  
Lisa Stewart, Secretary

**Regular Meeting of the Shelton Public Schools Board of Education**  
**Monday, May 15, 2023**  
the Elementary Conference Room  
7:30 PM

President Lewis called the Regular Meeting of the Shelton Public Schools Board of Education to order at 7:30 PM on Monday, May 15, 2023 in the Elementary Conference Room. The meeting was advertised in accordance to Policy 2003. An open meetings poster, agendas and procedures to address the Board of Education were available to visitors.

1. Call to order and roll call

Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Absent, Emmy Power: Present, Lisa Stewart: Present, Dana Tompkin: Present. Present: 5, Absent: 1.

Administrators Dr. Gannon, Mr. Kenton and Mrs. Meyer were present along with 3 visitors.

Motion made by Chris Lewis seconded by Kay Johnson to excuse Russ Muhlbach from the meeting 5/15/23. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

2. Routine matters

2.a. Review and approve minutes

Motion made by Chris Lewis seconded by Dana Tompkin to review and approve minutes as presented. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

2.b. Review and approve claims

Motion made by Lisa Stewart seconded by Emmy Power to review and approve claims 55783 to 55832 in the amount of \$209,854.09 plus regular payroll. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

3. Request to address the Board of Education

No requests to address the board.

#### 4. Reports

##### 4.a. Financial Report

Dr. Gannon provided information regarding the financial status of the district.

##### 4.b. Board Report

The Committee on American Civics met prior to the board meeting and discussed what the school has done to be in compliance, including seniors taking the citizenship test and numerous patriotic songs played or sung in recent school performances, including graduation.

##### 4.c. Superintendent's Report

Dr. Gannon reported on her quarterly goals.

##### 4.d. Principal's Report

Mr. Kenton reported current enrollment is 277 students, 7 students are headed to state track and plans are being finalized for summer school.

#### 5. New Business

##### 5.a. Discussion regarding NASB staff focus group data

Kari from NASB joined via zoom to discuss the staff focus group data. Many good comments and more specific areas of improvement were identified.

##### 5.b. Consideration to approve Superintendent contract for the 23-24 school year

Motion made by Kay Johnson seconded by Emmy Power to to approve the contract for Dr. Gannon as presented for the 2023-2024 school year. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

5.c. Review and/or revise Policy 7013 Complaint and Grievance Procedure, Policy 7014 Compensation of Certified Staff, Policy 7016 Professional Leave, Policy 7017 Employ Leave Under the Family And Medical Leave Act (FMLA), Policy 7018 Expense Allowances, 7019 Long-term leave (Leave of Absence), Policy 7020 Professional Growth, Policy 7021 Substitute Teachers, Policy 7022 Due Process In The Cancellation, Amendment Or Termination Of A Parmentant Certificated Employee's Contract

Motion made by Chris Lewis seconded by Kay Johnson to review and approve policies 7013, 7014, 7017, 7018, 7019 as presented and 7016, 7020, 7021, 7022 as revised. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea

Yea: 5, Nay: 0, Absent: 1

5.d. Consideration to approve library materials as surplus for sale or disposal.

Motion made by Lisa Stewart seconded by Dana Tompkin to to dispose of or sell the surplus inventory as presented. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

6. Old Business

6.a. Discussion and consideration to approve classified staff wages and benefits for the 23-24 school year.

Motion made by Chris Lewis seconded by Emmy Power to approve the classified staff salaries, benefits and incentive program as amended. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

7. Adjournment

Motion made by Lisa Stewart seconded by Emmy Power to to adjourn at 10:06 pm. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

Respectfully Submitted,  
Lisa Stewart, Secretary

Jun-23

Credit Card - 1495	Vendor	Cost	Program	Amount
	Party City	\$ 60.63	FFA	\$ 60.63
	Lincoln Journal Star	\$ 26.99	Sec Periodical	\$ 26.99
	Hy-Vee - Retirement Cakes	\$ 83.97	Board Other	\$ 83.97
Credit Card - 3923			Extra Curricular	\$ 185.99
	NASSP-Pins NHS	\$ 185.99	NHS	\$ 144.62
	Hy-Vee - Food	\$ 81.63	Stu Co	\$ 95.00
	Hy-Vee-Cake Induction	\$ 62.99	Elem District	\$ 142.50
	NASSP - Stu Co Affiliation	\$ 95.00	Elem SPED	\$ 9.99
	Henry Doorly Zoo	\$ 142.50	Fuel	\$ 102.39
	Everyday Speech	\$ 9.99	Athletics	\$ 541.88
Credit Card - 4217			Bulldog Walking	\$ 232.26
	Casey's	\$ 102.39	Admin Supply	\$ 9.95
	Wal-Mart	110.44		
	Larry's Market	\$ 28.76		
	GoFans Track & Field	\$ 23.00		
	Hampton Inn	\$ 379.68		
Credit Card - 4738				
	Froth & Fizz	\$ 10.01		
	Dollar General	\$ 2.25		
Credit Card - 1495	Panera	\$ 50.00		
	Five Below	\$ 170.00		
	Ed Weekly	\$ 9.95		
	<b>Total</b>	\$ 1,636.17	<b>Total</b>	\$ 1,636.17

<b>Petty Cash Reimbursement - 4/27/2023-6/2/2023</b>					
<b>Date</b>	<b>Check #</b>	<b>Vendor</b>	<b>Cost</b>	<b>Program</b>	<b>Amount</b>
4/27/2023	3466	VOID		Art	\$88.85
4/27/2023	3467	Capital One	\$ 163.19	Spanish - Sec Teach	\$74.34
5/15/2023	3468	Bok Financial - Paying Agent Fee	\$ 200.00	Board Dues/Fees	\$500.00
5/15/2023	3469	Optum	\$ 150.00	Ins. Benefit	\$150.00
5/19/2023	3470	Shelton Postage Fund	\$ 60.00	Postage	\$60.00
5/23/2023	3471	Kenesaw Public School	\$ 375.00	Admin Fees	\$75.00
				Principal Fees	\$150.00
5/30/2023	3472	Micahel Teahon	\$ 300.00	Elem Professional Dues/Fees	\$300.00
6/2/2023	3473	Capital One	\$ 126.02	Preschool Supplies	\$56.46
				Sec/Elem Misc	\$69.56
6/2/2023	3474	Kenesaw Public School	\$ 150.00		
		<b>Total</b>	<b>\$ 1,524.21</b>		\$1,524.21

# Shelton Public Schools

## Check Register Report by Check Number

Bank: [All]; Bank Account: [All]; Begin Check Number: 55837; End Check Number: 55900; Check Status: Paid; Created On: 6/8/2023 2:33:04 PM

Bank		Account Number			
Cornerstone Bank		031038968			
Paid Date	Check Number	Type	Vendor Name	Amount	Check Status
6/12/2023	55837	Payroll Liability	Aflac	\$2,018.36	Paid
6/12/2023	55838	Payroll Liability	Blue Cross Blue Shield	\$51,911.54	Paid
6/12/2023	55839	Payroll Liability	Companion Insurance Company	\$103.50	Paid
6/12/2023	55840	Payroll Liability	Credit Management Services, Inc.	\$214.53	Paid
6/12/2023	55841	Payroll Liability	Dist. 19 Payroll Acct.	\$6,634.11	Paid
6/12/2023	55842	Payroll Liability	District 19 Payroll Acct.	\$43,791.92	Paid
6/12/2023	55843	Payroll Liability	Horace Mann Life Insurance Co	\$200.00	Paid
6/12/2023	55844	Payroll Liability	Payroll Account - Dist 19	\$350.00	Paid
6/12/2023	55845	Payroll Liability	Principal Life Insurance Co	\$734.87	Paid
6/12/2023	55846	Payroll Liability	Shelton School Lunch Program	\$236.00	Paid
6/12/2023	55847	Payroll Liability	Shelton School Payroll Acct.	\$38,494.61	Paid
6/12/2023	55848	Payroll Liability	Vision Service Plan	\$525.35	Paid
6/12/2023	55849	Accounts Payable	Amazon Capital Services, Inc.	\$2,675.41	Paid
6/12/2023	55850	Accounts Payable	Apple, Inc.	\$12,025.00	Paid
6/12/2023	55851	Accounts Payable	Black Hills Energy	\$2,812.13	Paid
6/12/2023	55852	Accounts Payable	Builders How-to Warehouse	\$69.36	Paid
6/12/2023	55853	Accounts Payable	Business Card	\$419.28	Paid
6/12/2023	55854	Accounts Payable	Carolina Biological Supply Company	\$76.18	Paid
6/12/2023	55855	Accounts Payable	Cash-wa Distributing Co.	\$65.20	Paid
6/12/2023	55856	Accounts Payable	Central Programs, Inc	\$1,989.76	Paid
6/12/2023	55857	Accounts Payable	Clipper Publishing Co., Inc.	\$29.43	Paid
6/12/2023	55858	Accounts Payable	Computer Hardware, Inc.	\$12.99	Paid
6/12/2023	55859	Accounts Payable	Copper Penny Station, LLC	\$1,307.48	Paid
6/12/2023	55860	Accounts Payable	Culligan	\$45.00	Paid
6/12/2023	55861	Accounts Payable	Diversified Drug Testing, LLC	\$109.00	Paid
6/12/2023	55862	Accounts Payable	Eakes Office Solutions	\$4,451.35	Paid
6/12/2023	55863	Accounts Payable	Educational Service Unit #10	\$22,179.93	Paid
6/12/2023	55864	Accounts Payable	Educational Service Unit #6	\$30.00	Paid
6/12/2023	55865	Accounts Payable	Egan Supply Co.	\$632.59	Paid
6/12/2023	55866	Accounts Payable	ESU Coordinating Council	\$516.15	Paid
6/12/2023	55867	Accounts Payable	Kenneth Fairbanks	\$1,100.00	Paid
6/12/2023	55868	Accounts Payable	Flinn Scientific Inc	\$52.36	Paid
6/12/2023	55869	Accounts Payable	Frontline Technologies Group, LLC	\$4,002.25	Paid
6/12/2023	55870	Accounts Payable	Heartland Disposal, Inc.	\$335.00	Paid
6/12/2023	55871	Accounts Payable	Hobby Lobby Stores, Inc	\$78.92	Paid
6/12/2023	55872	Accounts Payable	Hometown Leasing	\$653.27	Paid
6/12/2023	55873	Accounts Payable	KSB School Law PC LLO	\$210.00	Paid
6/12/2023	55874	Accounts Payable	L and N Enterprises	\$771.75	Paid
6/12/2023	55875	Accounts Payable	Larry's Market	\$79.58	Paid
6/12/2023	55876	Accounts Payable	Loup Valley Lighting, Inc.	\$160.88	Paid
6/12/2023	55877	Accounts Payable	Masters True Value	\$186.24	Paid
6/12/2023	55878	Accounts Payable	Matheson Tri-Gas, Inc.	\$83.75	Paid
6/12/2023	55879	Accounts Payable	MCI	\$61.26	Paid
6/12/2023	55880	Accounts Payable	Midwest Technology Products	\$36.36	Paid
6/12/2023	55881	Accounts Payable	Nebr Assoc Of School Boards	\$244.96	Paid
6/12/2023	55882	Accounts Payable	Nebraska Central Telephone Co	\$264.86	Paid
6/12/2023	55883	Accounts Payable	Nebraska Public Power Dist.	\$3,633.95	Paid
6/12/2023	55884	Accounts Payable	Optum	\$150.00	Paid

6/12/2023	55885	Accounts Payable	Plank Road Publishing, Inc..	\$132.95	Paid
6/12/2023	55886	Accounts Payable	Powerschool Holdings LLC	\$3,745.00	Paid
6/12/2023	55887	Accounts Payable	Prime Secured	\$227.04	Paid
6/12/2023	55888	Accounts Payable	Raindance Press, INC.	\$463.19	Paid
6/12/2023	55889	Accounts Payable	S & S Worldwide, Inc.	\$95.25	Paid
6/12/2023	55890	Accounts Payable	School Health Corporation	\$1,346.19	Paid
6/12/2023	55891	Accounts Payable	School Specialty Inc	\$60.58	Paid
6/12/2023	55892	Accounts Payable	Shelton School Petty Cash	\$1,524.21	Paid
6/12/2023	55893	Accounts Payable	Teacher Innovations, Inc.	\$405.00	Paid
6/12/2023	55894	Accounts Payable	The Sherwin-Williams Co.	\$139.11	Paid
6/12/2023	55895	Accounts Payable	Themes & Variations Inc.	\$524.85	Paid
6/12/2023	55896	Accounts Payable	U.S. Postal Service	\$252.00	Paid
6/12/2023	55897	Accounts Payable	Village Of Shelton	\$989.73	Paid
6/12/2023	55898	Accounts Payable	Voyager Sopris Learning	\$171.60	Paid
6/12/2023	55899	Accounts Payable	Kevin Willis	\$109.93	Paid
6/12/2023	55900	Accounts Payable	Woodward Disposal Service, Inc.	\$26.50	Paid
<b>Sub Total</b>				<b>\$216,979.55</b>	
<b>Grand Total</b>				<b>\$216,979.55</b>	

# Shelton Public Schools

## Check Listing Report

Accounting Cycle: FY22-23; Begin Date: 06/01/2023; End Date: 06/30/2023; Bank: [All]; Sort By Element: FUND; Account Expression: ([FUND] = "01"); Created On: 6/8/2023 2:27:13 PM

Check Date	Check Number	Payee	Type	Amount
06/12/2023	55849	Amazon Capital Services, Inc.	Accounts Payable	\$2,675.41
06/12/2023	55850	Apple, Inc.	Accounts Payable	\$12,025.00
06/12/2023	55851	Black Hills Energy	Accounts Payable	\$2,812.13
06/12/2023	55852	Builders How-to Warehouse	Accounts Payable	\$69.36
06/12/2023	55853	Business Card	Accounts Payable	\$419.28
06/12/2023	55854	Carolina Biological Supply Company	Accounts Payable	\$76.18
06/12/2023	55855	Cash-wa Distributing Co.	Accounts Payable	\$65.20
06/12/2023	55856	Central Programs, Inc	Accounts Payable	\$1,989.76
06/12/2023	55857	Clipper Publishing Co., Inc.	Accounts Payable	\$29.43
06/12/2023	55858	Computer Hardware, Inc.	Accounts Payable	\$12.99
06/12/2023	55859	Copper Penny Station, LLC	Accounts Payable	\$1,307.48
06/12/2023	55860	Culligan	Accounts Payable	\$45.00
06/12/2023	55861	Diversified Drug Testing, LLC	Accounts Payable	\$109.00
06/12/2023	55862	Eakes Office Solutions	Accounts Payable	\$4,451.35
06/12/2023	55863	Educational Service Unit #10	Accounts Payable	\$22,179.93
06/12/2023	55864	Educational Service Unit #6	Accounts Payable	\$30.00
06/12/2023	55865	Egan Supply Co.	Accounts Payable	\$632.59
06/12/2023	55866	ESU Coordinating Council	Accounts Payable	\$516.15
06/12/2023	55867	Fairbanks Farm Eq.	Accounts Payable	\$1,100.00
06/12/2023	55868	Flinn Scientific Inc	Accounts Payable	\$52.36
06/12/2023	55869	Frontline Technologies Group, LLC	Accounts Payable	\$4,002.25
06/12/2023	55870	Heartland Disposal, Inc.	Accounts Payable	\$335.00
06/12/2023	55871	Hobby Lobby Stores, Inc	Accounts Payable	\$78.92
06/12/2023	55872	Hometown Leasing	Accounts Payable	\$653.27
06/12/2023	55873	KSB School Law PC LLO	Accounts Payable	\$210.00
06/12/2023	55874	L and N Enterprises	Accounts Payable	\$771.75
06/12/2023	55875	Larry's Market	Accounts Payable	\$79.58
06/12/2023	55876	Loup Valley Lighting, Inc.	Accounts Payable	\$160.88
06/12/2023	55877	Masters True Value	Accounts Payable	\$186.24
06/12/2023	55878	Matheson Tri-Gas, Inc.	Accounts Payable	\$83.75
06/12/2023	55879	MCI	Accounts Payable	\$61.26
06/12/2023	55880	Midwest Technology Products	Accounts Payable	\$36.36
06/12/2023	55881	Nebr Assoc Of School Boards	Accounts Payable	\$244.96
06/12/2023	55882	Nebraska Central Telephone Co	Accounts Payable	\$264.86
06/12/2023	55883	Nebraska Public Power Dist.	Accounts Payable	\$3,633.95
06/12/2023	55884	Optum	Accounts Payable	\$150.00
06/12/2023	55885	Plank Road Publishing, Inc.	Accounts Payable	\$132.95
06/12/2023	55886	PowerSchool Group, LLC	Accounts Payable	\$3,745.00
06/12/2023	55887	Prime Secured	Accounts Payable	\$227.04
06/12/2023	55888	Raindance Press, INC.	Accounts Payable	\$463.19
06/12/2023	55889	S & S Worldwide, Inc.	Accounts Payable	\$95.25
06/12/2023	55890	School Health Corporation	Accounts Payable	\$1,346.19
06/12/2023	55891	School Specialty Inc	Accounts Payable	\$60.58
06/12/2023	55892	Shelton School Petty Cash	Accounts Payable	\$1,524.21
06/12/2023	55893	Teacher Innovations, Inc.	Accounts Payable	\$405.00
06/12/2023	55894	The Sherwin-Williams Co.	Accounts Payable	\$139.11
06/12/2023	55895	Themes & Variations Inc.	Accounts Payable	\$524.85
06/12/2023	55896	U.S. Postal Service	Accounts Payable	\$252.00
06/12/2023	55897	Village Of Shelton	Accounts Payable	\$989.73
06/12/2023	55898	Voyager Sopris Learning	Accounts Payable	\$171.60
06/12/2023	55899	Willis Repair, LLC	Accounts Payable	\$109.93
06/12/2023	55900	Woodward Disposal Service, Inc.	Accounts Payable	\$26.50

**Sub Total**

**\$71,764.76**

**DISTRICT 19 FINANCIAL STATUS AS OF May 31, 2023**

**CASH RESERVES:**

GENERAL FUND CASH RESERVE	(5/31/2023 Interest + \$1,258.34)	\$1,011,792.67
SPECIAL BUILDING CASH RESERVE	(5/31/2023 Interest + \$142.71)	\$81,857.79

**TOTAL CASH RESERVE ACCOUNTS: \$1,093,650.46**

**SAVINGS:**

GENERAL FUND CR SAVINGS 5882	\$295,873.25
<b>\$295,873.25</b>	

UNEMPLOYMENT SAVINGS #5891	\$25,296.43
VEH/BUS ACQ. Savings #9457	\$83,008.79
TECHNOLOGY ACQ SAVINGS # 5918	\$51,301.86
PARKING LOT DEPR. SAVINGS #5909	\$70,438.78
BAND UNIFORM SAVINGS #5900	\$0.10
HVAC Savings #9475	\$168,574.62

**TOTAL DEPRECIATION SAVINGS: \$398,620.58**

**TOTAL SAVINGS: \$694,493.83**

**TOTAL OF DISTRICT FUNDS: \$1,788,144.29**

<u>TAXES:</u>	<u>GENERAL</u>	<u>BUILDING</u>	<u>FUND TOTALS:</u>	
BUFFALO	\$801,963.18	\$13,336.45	GENERAL	\$1,307,665.92
HALL	\$158,043.84	\$2,604.72	DEPRECIATION	\$398,620.58
ADAMS	\$12,716.62	\$214.21	LUNCH	\$49,026.54
KEARNEY	\$1,283.14	\$21.62	SPECIAL BLDG	81,857.79
<b>TOTAL TAXES</b>	<b>\$974,006.78</b>	<b>\$16,177.00</b>		

<b>Net Wages</b>	\$ 154,241.80
<b>Employee - Liabilities</b>	\$ 89,166.80
<b>General Fund Expenditures</b>	\$ 71,764.76
<b>Receipts for May 2023</b>	\$ 1,068,274.44

**SHELTON PUBLIC SCHOOLS: GENERAL FUND MONTHLY COMPARISON**

	2021-22	2022-23		2021-22	2022-23
Sept. Expenditures Reported @ Board Mtg	\$80,685.10	\$94,052.00	Mar. Expenditures Reported @ Board Mtg	\$101,329.00	\$51,047.00
Sept. Net Payroll	\$249,057.29	\$241,594.00	Mar. Net Payroll	\$244,426.00	\$252,300.00
Sept. EOM Expenditures	-		Mar. EOM Expenditures	-	
Total Sept. Expenditures	<b>\$ 329,742.39</b>	<b>335,646.00</b>	Total Mar. Expenditures	<b>\$345,755.00</b>	<b>\$303,347.00</b>
Percent of Budget Spent	4.88%	4.92%	Accumulated Totals	<b>\$ 2,409,387.00</b>	<b>\$2,250,396.00</b>
Cash On Hand	<b>\$1,454,002.00</b>	<b>\$1,539,367.00</b>	Percent of Budget Spent	5.12%	4.45%
			Cash On Hand	<b>\$ 911,789.00</b>	<b>\$1,042,928.00</b>
Oct. Expenditures Reported @ Board Mtg	\$90,029.71	\$84,336.00	April Expenditures Reported @ Board Mtg	\$57,244.00	\$65,530.00
Oct. Net Payroll	\$243,908.31	\$240,976.00	April Net Payroll	\$244,969.00	\$242,787.00
Oct. EOM Expenditures			April EOM Expenditures	-	
Total Oct. Expenditures	<b>\$392,165.00</b>	<b>325,312.00</b>	Total April Expenditures	<b>302,213.00</b>	<b>\$308,317.00</b>
Accumulated Totals	<b>\$ 721,907.39</b>	<b>\$660,958.00</b>	Accumulated Totals	<b>\$ 2,711,600.00</b>	<b>\$2,558,713.00</b>
Percent of Budget Spent	5.81%	4.77%	Percent of Budget Spent	4.48%	4.52%
Cash On Hand	<b>\$1,201,721.00</b>	<b>\$1,356,701.00</b>	Cash On Hand	<b>\$ 715,126.00</b>	<b>\$1,056,228.00</b>
Nov. Expenditures Reported @ Board Mtg	\$55,418.07	\$68,926.00	May Expenditures Reported @ Board Mtg	\$57,241.00	\$71,765.00
Nov. Total Payroll	\$247,510.19	\$245,884.00	May Net Payroll	\$247,243.00	\$243,409.00
Nov. EOM Expenditures	-		May EOM Expenditures	-	
Total Nov. Expenditures	\$361,671.00	314,810.00	Total May Expenditures	<b>304,484.00</b>	<b>\$315,174.00</b>
Accumulated Totals	<b>\$1,144,306.00</b>	<b>\$975,768.00</b>	Accumulated Totals	<b>\$ 3,016,084.00</b>	<b>\$2,873,887.00</b>
Percent of Budget Spent	5.36%	4.62%	Percent of Budget Spent	4.51%	4.62%
Cash On Hand	<b>\$909,822.00</b>	<b>\$1,097,486.00</b>	Cash On Hand	<b>\$ 1,725,023.00</b>	<b>\$1,788,144.00</b>
Dec. Expenditures Reported @ Board Mtg	\$86,223.00	\$88,189.00	June Expenditures Reported @ Board Mtg	\$58,000.00	
Dec. Total Payroll	\$245,585.81	\$243,477.00	June Net Payroll	\$239,179.00	
Dec. EOM Expenditures	-		June EOM Expenditures	-	
Total Dec. Expenditures	<b>331,809.00</b>	<b>331,666.00</b>	Total June Expenditures	<b>297,179.00</b>	
Accumulated Totals	<b>\$ 1,476,115.00</b>	<b>1,307,434.00</b>	Accumulated Totals	<b>\$ 3,313,263.00</b>	
Percent of Budget Spent	4.91%	4.87%	Percent of Budget Spent	4.40%	\$0.00
Cash On Hand	<b>\$ 686,300.00</b>	<b>\$972,329.00</b>	Cash On Hand	<b>\$ 1,678,362.00</b>	
Jan. Expenditures Reported @ Board Mtg	\$49,058.00	\$72,612.00	July Expenditures Reported @ Board Mtg	\$145,645.00	
Jan. Net Payroll	\$243,555.00	\$245,094.00	July Net Payroll	\$235,091.93	
Jan. EOM Expenditures			July EOM Expenditures	-	
Total Jan. Expenditures	<b>\$292,973.00</b>	<b>\$317,706.00</b>	Total July Expenditures	<b>309,177.00</b>	
Accumulated Totals	<b>\$ 1,769,088.00</b>	<b>1,625,140.00</b>	Accumulated Totals	<b>\$ 3,622,440.00</b>	
Percent of Budget Spent	4.34%	4.66%	Percent of Budget Spent	4.58%	\$0.00
Cash On Hand	<b>\$ 993,449.00</b>	<b>\$1,162,754.00</b>	Cash On Hand	<b>\$ 1,370,190.00</b>	
Feb. Expenditures Reported @ Board Mtg	\$52,409.00	\$73,729.00	August Expenditures Reported @ Board Mtg	\$160,866.00	
Feb. Net Payroll	\$242,135.00	\$248,180.00	August Net Payroll	\$247,959.00	
Feb. EOM Expenditures	-		August EOM Expenditures		
Total Feb. Expenditures	<b>294,544.00</b>	\$321,909.00	Total August Expenditures	<b>408,825.00</b>	
Accumulated Totals	<b>\$ 2,063,632.00</b>	<b>1,947,049.00</b>	Accumulated Totals	<b>\$ 4,031,265.00</b>	<b>\$6,817,360.00</b>
Percent of Budget Spent	4.36%	4.72%	<b>BUDGET</b>	<b>\$6,752,833.00</b>	
Cash On Hand	<b>\$ 1,050,940.00</b>	<b>\$1,331,775.00</b>	<b>TOTAL % OF BUDGET SPENT =</b>	<b>59.70%</b>	<b>\$0.00</b>
			Cash On Hand	<b>\$ 1,054,657.00</b>	<b>\$269,361</b>

# **Superintendent Report for June 2023**

## **July Board Meeting:**

- We will hold our annual policy hearings for the parent involvement policies as well as student fees. Those will begin at 7:30 with the regular board meeting immediately following.

## **Superintendent June To-Do List:**

- **Budget:** Begin working on the budget. I have emailed the county assessors from Buffalo and Hall counties to see if I can get preliminary estimates on land valuations.
  - Things for the board to consider is if you would like to schedule a budget workshop in August to review the budget prior to the budget and tax hearing in September?
- **End of the year reporting:**
  - Consolidated Data Collection for NDE due June 15
  - ADVISER Data Collection submitted June 15 and approved by June 30th
  - SPED IDEA Consolidated Grant due June 30th
- **Policy and Handbook Revision:**
  - KSB policy updates will be out soon. We will use those to update handbooks and have those ready for approval in July.
- **Insurance Claim**
  - Work with Alicap to finalize insurance claims
- **Prepare New Teacher Induction Training**
  - New teacher training June 13 & 14

Respectfully Submitted,

Dr. Gannon

# Master Summary Report Drug Testing

Collected Date from: 07/01/2022 - 05/24/2023

District: Shelton Public Schools

	Complete							Refusals				
	Total	Negative	Positive	Negative Dilute	Positive Dilute	Completed	Rejected, Cancel, No Test	Invalid Result	Adulterated	Shy Bladder	Substituted	Other

**SCHOOL**

Shelton High School	27	27	0	0	0	0	0	0	0	0	0	0
<b>Grand Total</b>	27	27	0	0	0	0	0	0	0	0	0	0

**FEDERAL**

Non-Federal	27	27	0	0	0	0	0	0	0	0	0	0
<b>Grand Total</b>	27	27	0	0	0	0	0	0	0	0	0	0

**TESTING PANEL**

SAP 13A	27	27	0	0	0	0	0	0	0	0	0	0
<b>Grand Total</b>	27	27	0	0	0	0	0	0	0	0	0	0

**GRADE**

11	6	6	0	0	0	0	0	0	0	0	0	0
12	3	3	0	0	0	0	0	0	0	0	0	0
09	10	10	0	0	0	0	0	0	0	0	0	0
10	8	8	0	0	0	0	0	0	0	0	0	0
<b>Grand Total</b>	27	27	0	0	0	0	0	0	0	0	0	0

**Reason For Test**

Random	27	27	0	0	0	0	0	0	0	0	0	0
<b>Grand Total</b>	27	27	0	0	0	0	0	0	0	0	0	0

To: Board of Education  
From: Jeff Kenton  
Date: June 12, 2023  
Re: Board Report

- I have attached the Master Summary Report for drug testing during the 2022-2023 school year.
  - Since implementing drug testing in 2019, we have administered 224 total tests and have had 224 negative test results.
- Professional Development
  - Reality-Based Leadership Book Study
  - Reality-Based Leadership Conference with Cy Wakeman in Kearney
  - Write Tools Training in Kenesaw (CIP)
    - Create Common Strategies
    - Create Common Language
    - Create Common Vision for Writing
    - Consistent, Systematic, Explicit Instruction for Writing
- Summer School
  - Invited 26 Students
    - McKenzie Gomez and Nicole Placek
    - 12-15 Students are attending depending on the day

Respectfully Submitted,

Jeff Kenton

To: Board of Education  
From: Jenette Meyer  
Date: June 12, 2023  
Re: Board Report

7-12 Enrollment: 116

- Professional Development
  - Reality-Based Leadership with Cy Wakeman through ESU 10 on June 6, 2023
  - Reality-Based Leadership book study
  - Write Tools Training Day 1 working with Informative/ Explanatory text type at Kenesaw Public School on June 7, 2023.
  
- Continued work on PowerSchool
  - End of year (June 30, 2023)
  - Schedule building for 2023-2024 School year
  
- High School Summer Credit Recovery started the last week of May and runs through the end of June.
  - This is an opportunity for students to recoup credits that they missed during the school year
  - Using online program of Acellus
  - Supervised by Amy Cheney
  
- Driver's Education was completed at Shelton High School through the UNK Safety Center - Week of June 5-9, 2023.
  
- Summer Activity, Camps, Weights, and etc.
  - High School Camps
  - Junior High Camps
  - Open Gym
  - Summer Weights
  - Team camps and leagues

Respectfully submitted,

Jenette Meyer

704 Pleasant View Drive  
Grand Island, NE 68801  
[minnikaye@charter.net](mailto:minnikaye@charter.net)  
April 17, 2023

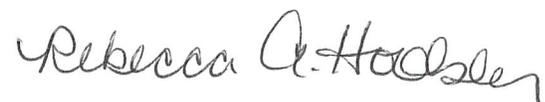
Dear Dr Gannon, Mr. Kenton, Mrs. Meyers and Shelton Public Schools:

I am writing this letter to inform you that I am resigning as a Special Education teacher from Shelton Public Schools at the end of the school year.

These past 2 years, I appreciate the opportunity to work with students and staff in your building. Also thank you for allowing me to attend the transition conferences.

I wish you and Shelton Public Schools only the best.

Sincerely,

A handwritten signature in cursive script that reads "Rebecca A. Hoobler". The signature is written in black ink and is positioned above the typed name.

Rebecca A. Hoobler

**SHELTON PUBLIC SCHOOL  
Shelton, Nebraska  
High School Principal Contract**

This agreement made and entered into this **June 12, 2023** by and between the BOARD OF EDUCATION OF SHELTON SCHOOL DISTRICT NO. 19 in the State of Nebraska hereinafter referred to as the "Board" and **Jenette Meyer** a legally qualified teacher who holds a Nebraska Administrative and Supervisory certificate now in force and valid in said county for the term of this contract, hereinafter referred to as the "Administrator".

WITNESSETH:

That said Administrator agrees to accept the position of Teacher/Assistant Principal in said district for a term as hereinafter provided and to perform all duties of said position under the direction of the Superintendent of Schools and policies of said District during the term of the contract.

FIRST: Said contract shall begin on or about **August 7, 2023** and continue in full force and effect for the **2023-2024** school year.

SECOND: It is agreed that the annual salary of said Teacher/Administrator shall be **\$94,948.00** not including extra duty assignments payable in twelve equal installments.

THIRD: It is further agreed that the Teacher/Administrator shall be assigned responsibilities which require **225** days of service with specific terms and conditions as may be arranged by the Superintendent of Schools for the Board of Education.

FOURTH: The Teacher/Administrator declares that she is not under contract with another board, board of education, school district, board of regents or trustees of any school district.

FIFTH: The Teacher/Administrator hereby agrees to be governed by the regulations and policies of the Board and the duties as assigned by the Superintendent of Schools to be performed under this contract.

SIXTH: It is agreed that neither party may cancel this contract without written consent of the other party except that where just cause exists the Board may discharge said Teacher/Administrator thereby terminating this contract; provided said Teacher/Administrator has been given the cause or causes for discharge and has been given an opportunity for a hearing before the Board prior to official action being taken. Just cause as used herein may include one or more of the following: incompetence, immorality, insubordination, intemperance, cruelty, neglect of duty, general neglect of the business of the school, unprofessional conduct, physical or mental incapacity, and violation of law involving moral turpitude or any conduct tending to reflect great discredit upon the

school of the District or upon the Administration. In the event of termination of this contract for any cause, the Teacher/Administrator shall be paid on a pro rate basis only for the months of service he has performed from the current school year.

SEVENTH: The Teacher/Administrator agrees to be in attendance at educational and other meetings as directed and authorized by the Superintendent for the Board of Education.

EIGHTH: This contract shall be deemed to have been entered into subject to all of the provisions of the laws of the State of Nebraska, and said contracting parties hereby agree to conform to the regulations and requirements governing the deductions from the above stated compensation with reference to Withholding Tax, Social Security, Teacher's Retirement, and other deductions authorized by law.

NINTH: District will provide full health and dental insurance premium, National & State Association dues, 13 annual sick days accumulative to 40 and 2 personal days annually.

TENTH: Administrator's failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of education of the district on or before **June 9, 2023** shall constitute a rejection of this offer of employment.

ELEVENTH: Other Contract Terms: None

By \_\_\_\_\_ Date \_\_\_\_\_  
Administrator

By \_\_\_\_\_ Date \_\_\_\_\_  
Board President

By \_\_\_\_\_ Date \_\_\_\_\_  
Board Secretary

## Jeff Kenton

- No increase in salary- salary will remain the same as it was for the 22-23 school year at \$112,619.
- decrease in contract days from 220 down to 210
- move from 15 sick days annually to 13 sick days and 2 personal days. The accumulated sick leave remains at the 40-day maximum.

## Jenette Meyer

- In 22-23 Jenette had a contract for \$82,870 plus 20 extended contract days to compensate her for the coordination and supervision of summer school which paid an additional \$8,085. In total, she received \$90,954.
  - For 23-24 we would propose moving her extended contract days into the regular contract. This would mean increasing her contract days from 205 to 225.
  - Then for a salary increase, we would do the 4.39% the rest of the district received bringing her salary to \$94,946.
- Move from 15 sick days annually to 13 sick days and 2 personal days. The accumulated sick leave will remain at the 40-day maximum.

**SHELTON PUBLIC SCHOOL  
Shelton, Nebraska  
Elementary Principal Contract**

This agreement made and entered into this **June 12, 2023** by and between the BOARD OF EDUCATION OF SHELTON SCHOOL DISTRICT NO. 19 in the State of Nebraska hereinafter referred to as the "Board" and **Jeff Kenton** a legally qualified teacher and administrator who holds a Nebraska Administrative and Supervisory certificate now in force and valid in said county for the term of this contract, hereinafter referred to as the "Administrator".

WITNESSETH:

That said Administrator agrees to accept the position of Elementary Principal in said district for a term as hereinafter provided and to perform all duties of said position under the direction of the Superintendent of Schools and policies of said District during the term of the contract.

FIRST: Said contract shall begin on or about **August 1, 2023** and continue in full force and effect for the **2023-2024** school year.

SECOND: It is agreed that the annual salary of said Administrator shall be **\$112,619.00** not including extra duty assignments payable in twelve equal installments.

THIRD: It is further agreed that the Administrator shall be assigned responsibilities which require **210 days** of service with specific terms and conditions as may be arranged by the Superintendent of Schools for the Board of Education.

FOURTH: The Administrator declares that he is not under contract with another board, board of education, school district, board of regents or trustees of any school district.

FIFTH: The Administrator hereby agrees to be governed by the regulations and policies of the Board and the duties as assigned by the Superintendent of Schools to be performed under this contract.

SIXTH: It is agreed that neither party may cancel this contract without written consent of the other party except that where just cause exists the Board may discharge said Administrator thereby terminating this contract; provided said Administrator has been given the cause or causes for discharge and has been given an opportunity for a hearing before the Board prior to official action being taken. Just cause as used herein may include one or more of the following: incompetence, immorality, insubordination, intemperance, cruelty, neglect of duty, general neglect of the business of the school, unprofessional conduct, physical or mental incapacity, and violation of law involving moral turpitude or any conduct tending to reflect great discredit upon the school of the District or upon the Administration. In the event of termination of this contract for any cause, the Administrator shall be paid on a pro rate basis only for the months of service

he has performed from the current school year.

SEVENTH: The Administrator agrees to be in attendance at educational and other meetings as directed and authorized by the Superintendent for the Board of Education.

EIGHTH: This contract shall be deemed to have been entered into subject to all of the provisions of the laws of the State of Nebraska, and said contracting parties hereby agree to conform to the regulations and requirements governing the deductions from the above stated compensation with reference to Withholding Tax, Social Security, Teacher's Retirement, and other deductions authorized by law.

NINTH: District will provide full health and dental insurance premium, National & State Association dues, 13 annual sick days accumulative to 40 and 2 personal days annually.

TENTH: Administrator's failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the district on or before **June 9, 2023** shall constitute a rejection of this offer of employment.

ELEVENTH: Other Contract Terms: None

By \_\_\_\_\_ Date \_\_\_\_\_  
Administrator

By \_\_\_\_\_ Date \_\_\_\_\_  
Board President

By \_\_\_\_\_ Date \_\_\_\_\_  
Board Secretary

Wellness Policy  
Triennial Assessment  
2023

Shelton Public Schools  
210 9<sup>th</sup> Street

### **Shelton Community,**

Our district takes pride in supporting the needs of the whole child, to ensure that all children are safe, supported, engaged, and challenged each day as they walk into our building.

Research indicates that initiatives focused on improving aspects of students' well-being in schools—such as addressing childhood obesity, preventing bullying, supporting students mental health, and restricting schools' use of exclusionary discipline—have been found to be successful in improving student success, and academic excellence. We have assessed our wellness policy as part of the USDA requirements. Below are the results of our assessment.

***Step #1- An area of strength is Shelton School Districts Wellness Policy contains all the language included in the model wellness policy from NDE. In addition, we review our wellness policy more frequently than required.***

***Step #2- A description of how Shelton School District has met each goal as well as evidence supporting that goal has been placed in a google folder and uploaded to the school website for the public to view.***

***Step #3- One area identified by the school wellness committee for improvement is to better promote healthy snacks in the classroom. Students are able to bring healthy snacks from home and we recognize we could do a better job of communication what constitutes a health snack to parents. This is something we could post in classroom newsletters.***

***The wellness policy and triennial assessment can be accessed by the public via the school website at <https://www.sheltonbulldogs.com/> under the district tab.***

If you have any questions, please contact Shanna Gannon, contact me at [sgannon@sheltonbulldogs.org](mailto:sgannon@sheltonbulldogs.org).

Respectfully,

Shanna Gannon,  
Superintendent





## TRIENNIAL WELLNESS ASSESSMENT RESULTS 2023



### MEET OUR TEAM

Amanda Thober- Health/PE Teacher  
Jackie Cornelius- School Nurse  
Sue Bombeck-Kitchen Manager  
Stephanie Flint-School Counselor  
Jeff Kenton- Pk-12 Principal  
Jenette Meyer- Assistant Principal  
Shanna Gannon- Superintendent



<https://www.sheltonbulldogs.com/>



sgannon@sheltonbulldogs.org

### WELLNESS METRICS:

AREA 1- SCHOOLS IN COMPLIANCE	100%
NUTRITION EDUCATION GOALS	100%
PHYSICAL ACTIVITY GOALS	100%
FEDERAL/STATE MEAL STANDARDS	100%

### 1. POLICY COMPLIANCE RESULTS

Shelton School was found to be fully in compliance with all policy requirements including:

- Nutrition education requirements
- Nutrition promotion requirements
- Physical Activity requirements
- Other Student Wellness Requirements
- Federal/State Meal Standards
- Foods offered but not sold standards
- Food and beverage marketing.

### 2. WELLNESS POLICY GOALS

- Nutrition Education/Promotion
- Physical Activity
- Other goals for student wellbeing (mental health awareness, vaping prevention, suicide prevention, bullying prevention)

### KEY ACHIEVEMENTS:

- Implementation of Second Step Curriculum in grades K-5 by School Counselor
- Completed the triennial assessment and shared results
- Utilized school health data to make informed decisions to support student wellbeing efforts

KAREN A. HAASE <sup>NE, SD, IA, WY</sup>  
STEVE WILLIAMS <sup>NE, SD</sup>  
BOBBY TRUHE <sup>NE, SD</sup>  
COADY H. PRUETT <sup>NE, CO, SD</sup>



JORDAN JOHNSON <sup>NE, WY</sup>  
TYLER COVERDALE <sup>SD</sup>  
SARA HENTO <sup>NE, SD</sup>  
SHARI RUSSELL, Paralegal

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## MEMORANDUM

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To: KSB Policy Service Subscribers  
FROM: KSB School Law  
DATE: June 2, 2023  
RE: Annual Policy Updates

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Attached are the 2023 KSB School Law policy updates. Below, we discuss the policy changes, the changes to our standard forms, and some issues that are raised by certain laws that do not necessarily require a policy change but do present new obligations or things to keep in mind as you enter the 2023-24 school year. We have broken these down into 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

Keep in mind that most bills that were enacted into law go into effect three months after the legislature adjourns. This year the Unicameral adjourned sine die on June 1st, so the effective date of most bills will be September 2, 2023. However, if a bill includes a specific effective date or an emergency clause, it goes into effect on the stated date or when passed and approved according to law.

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Wednesday, June 7, 2023, at 9:00 a.m. Central Time.** In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies and other considerations. We have included the link to the ZOOM conference in the cover e-mail that transmitted these updates. We will also record the webinar and will post it on the KSB School Law website in the Policy Updates section.

301 SOUTH 13TH STREET, SUITE 210  
LINCOLN, NEBRASKA 68508

KSB SCHOOL LAW, PC, LLO  
KSBSCHOOLLAW.COM  
(402) 804-8000  
ATTORNEYS LICENSED IN STATES INDICATED

141 NORTH MAIN AVENUE, SUITE 504  
SIOUX FALLS, SOUTH DAKOTA 57104

Please feel free to contact us if you have any additional questions or if you would like to have a policy customized or "tweaked" to meet your individual circumstances.

## **Policy Changes**

### **REVISION OF POLICY ~~3001~~: BUDGET AND PROPERTY TAX REQUEST**

4001

We have revised this policy to provide a link to the website at which information on statewide receipts and expenditures and comparisons of cost per pupil and performance to other school districts is available. We also updated a statutory reference. Finally, we amended the policy to follow the changes in LB 243 that make clear that a school may only increase its property tax request by more than the allowable growth percentage "to the extent allowed by law."

**This change is required.**

---

### **REVISION OF POLICY ~~3003.1~~: BIDDING FOR CONSTRUCTION, REMODELING, REPAIR, OR RELATED PROJECTS FINANCED WITH FEDERAL FUNDS**

4023

**AND**

### **POLICY ~~3004.1~~: FISCAL MANAGEMENT FOR PURCHASING AND PROCUREMENT USING FEDERAL FUNDS**

4024

Entities auditing school districts looked for an explicit "Buy American" provision in these policies. Although federal law only requires that the Buy American provision be included in any contract and not in the policy, we have added or revised this provision in these policies to appease the policy auditors.

**This change is technically not required but is highly recommended.**

---

### **REVISION TO POLICY ~~3033~~: LENDING TEXTBOOKS TO CHILDREN ENROLLED IN PRIVATE SCHOOLS**

8007 renumber to 8002

Section 79-734 requires public schools to purchase and loan textbooks, upon individual request, to children who are enrolled in kindergarten to grade

twelve of a private school which is approved for continued legal operation under rules and regulations established by NDE. LB 705 transfers this obligation to NDE effective July 1, 2024. We have amended this policy to end the public school's obligation to provide textbooks to private schools effective July 1, 2024.

This change is effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

**This change is required.**

---

**REVISION TO POLICY 3036: PURCHASING (CREDIT) CARD PROGRAM**

*4019*  
The Nebraska Secretary of State's Schedule 10 governs how long school districts must maintain certain records. Schedule 10 has been changed and now states that schools must maintain all financial records created or received by the school district for 7 years. We have changed our policy from a 10-year retention requirement to a 7-year requirement.

**This change is not required but is highly recommended.**

---

*§622 renumber to 8004*  
**POLICY 3059: AUDIO AND VIDEO RECORDING  
(RELOCATION OF POLICY 5063)**

Now that most middle-high school students, staff members, parents, and patrons have smartphones and other devices, it was time to revisit this policy. While this certainly does not address all technology-based conduct, we have made a few changes that apply to more than just students. This is why it will be relocated into the 3000 series.

For example, previously the policy did not prohibit staff from making secret recordings. We made that change.

We also updated the security camera footage section and made a few other tweaks to better align the policy to school practices.

**These changes are not required but are highly recommended. Relocation is required even if you don't amend the policy for ease of tracking future changes.**

---

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7008

**REVISION TO POLICY 4003: DRUG POLICY REGARDING DRIVERS**

We made a minor revision to fix a clerical error regarding the term Medical Review Officer.

**This change is required.**

---

7036

**REVISION TO POLICY 4045: MILK EXPRESSION**

*\*Could not find a previous policy for this.*

President Biden signed into law the Providing Urgent Maternal Protections for Nursing Mothers Act ("PUMP for Nursing Mothers Act") at the end of 2022. The Act expands protections for salaried employees such as teachers and also requires the break to be paid if the employee is also working while expressing breast milk. We changed our policy to include language regarding the frequency at which an employee can request to pump.

**This change is required.**

---

5008

**REVISION OF POLICY 4059: BEHAVIORAL AND MENTAL HEALTH TRAINING (FORMERLY SUICIDE PREVENTION TRAINING)**

Section 79-2,146 currently requires nurses, teachers, counselors, school psychologists, administrators, school social workers, and any other appropriate personnel to receive at least one hour of suicide awareness and prevention training each year. LB 705 amends this section to require "all public school employees who interact with students and any other appropriate personnel" as determined by the superintendent to receive at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training each year. NDE will develop a list of approved training materials.

Please note, we left the proposed October 31 or within 30 days of initial employment wording in the policy. This is not required by law, so you can adjust the completion deadlines as you see fit.

These changes are effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

**This change is required.**

---

9006

## REVISION OF POLICY 5003: ADMISSION OF PART-TIME STUDENTS

LB 705 (Sec. 75) will amend Nebraska's part-time enrollment statute, section 79-2,136. Prior to the amendments, the statute contained only one section and generally deferred to school board policy for most part-time enrollment considerations. LB 705 contains some new requirements for the admission of part-time students.

First, the statute creates an ambiguity regarding which classes a part-time student can take. LB 705 added a clause into the original statute, which now reads: "Each school board shall allow the part-time enrollment of students, for all courses selected by the students..." We know many schools limit the classes available to part-time students, in addition to limitations based on class sizes and things like that. It is unclear whether the Unicameral intended the new clause to mean students can select *any* courses they want, or if they intended that to mean any courses offered to part-time students but not necessarily all courses they might be eligible to take if they were full-time students. We left the general restrictions based on class sizes and resources intact but remained silent on strict class availability for part-time students (e.g., only essential courses or only specials) giving each school the opportunity to decide whether they want to make all courses available or continue to limit courses a part-time student can take even if you have capacity.

Second, LB 705 requires school boards to establish policies and procedures relating to participation in extracurricular activities. It requires schools to permit part-time students to participate in extracurriculars "subject to the same requirements, conditions, and procedures" as your full-time students. This means they must comply with all academic, behavioral, and other eligibility rules established by the school, including your student code of conduct. We've also specified that this includes being eligible for NSAA participation, or eligible based on the governing body of any activity not subject to NSAA rules.

The statute has two specific limitations. Current NSAA rules require students to be enrolled in at least 20 credit hours, 10 of which must come from the public school. The statute changes now state that part-time students must be allowed to participate if they are enrolled in 5 credit hours in the public school. This change will reduce the public school enrollment requirement from 10 to 5 hours, and we anticipate the NSAA will make any changes necessary on its end to allow schools to comply with this statute.

The statute also prohibits schools from giving a preference in team selection to full-time students over part-time students.

As for transportation, the statute does not require schools to provide transportation for school attendance purposes, but it does require schools to provide extracurricular transportation or mileage to a part-time student on the same terms as you provide extracurricular transportation to your full-time students. For example, if you drive a bus from the school parking lot to away contests or off-site practices, the part-time student gets to ride the bus to those events. The part-time student would be responsible for getting himself or herself to the designated pick-up point.

Finally, this change also raises a timing issue. Schools will have their policies and handbooks updated to start the year, but these requirements do not go into effect until approximately September 10, 2023. This begs the question of whether a student is subject to the various credit hour and other requirements at the beginning of the fall season, or only after the law becomes effective. To avoid having to do mid-year changes to enrollment, handbooks, and policies, our recommendation is to begin applying the new requirements with the start of fall seasons, assuming the NSAA will provide flexibility for the flex time between the start of fall seasons and the effective date of the new requirements.

These changes are effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

**This change is required.**

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9034

**REVISION OF POLICY 5004: OPTION ENROLLMENT**

*We have an option enrollment BOE resolution but was unable to find this policy.*

LB 705 made three substantive changes to the option enrollment laws.

1. Special education capacity determinations must and may only be determined on a case-by-case basis. If an option application indicates that a student has an individualized education plan (IEP) or has been diagnosed with a disability, the application must be evaluated by the director of special education services or the director's designee who shall determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations.
2. If the school board wishes to declare a program, class, or school unavailable for the following school year, the board must pass a

resolution with such a declaration **prior to October 15th** of the previous school year.

3. Schools must annually establish, publish, and report the capacity for each school building under the district's control according to procedures, criteria, and deadlines established by the Nebraska Department of Education

These changes are effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

**This change is required.**

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### **REVISION OF POLICY 5035: STUDENT DISCIPLINE**

9018

PK-2nd Grade Students. LB 705 provides that schools will no longer be able to suspend a student in pre-kindergarten through second grade *unless* the student brings a deadly weapon as defined in section 28-109 on school grounds, in a school vehicle, or to a school-sponsored activity or athletic event. Schools must develop a policy to implement this new limitation and must include disciplinary measures inside the school as an alternative to suspension.

Completing Missed Work. Any student who is suspended **must** be given an opportunity to complete any classwork, homework, examinations, or other work missed during the period of suspension. "Must" used to say "may." Schools must develop and adopt guidelines that provide any suspended student with the opportunity to complete classwork and homework. The guidelines may not require the student to attend the school district's alternative programs for expelled students in order to complete classwork and homework. The guidelines must be provided to the student and a parent or guardian at the time of suspension.

Short-Term Suspensions. When a principal suspends a student for up to five school days, he or she must give a written notice of the suspension to the parent or guardian within 24 hours "or such additional time as is reasonably necessary." LB 705 has revised this requirement to state that the principal only has an additional 48 hours (a total of 72 hours) to send the written notice of the suspension. The principal has always been required to make a "reasonable effort" to hold a conference with the parent or guardian when the student returns to school. Now there is an additional requirement that the principal document such effort in writing.

Post-Expulsion Requirements. LB 705 includes a new requirement. At the conclusion of an expulsion, a school district must 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.

Long-Term Suspension, Expulsion, or Mandatory Reassignment. The decision to recommend long-term suspension, expulsion, or mandatory reassignment did not have a timeline associated with it. Now, the decision must be made within two school days after learning of the alleged student misconduct. Also, if a student is suspended pending the outcome of a hearing for a long-term suspension, expulsion, or mandatory reassignment, the student must be allowed to complete classwork, homework, examinations, and other work during the period of suspension.

Hearing Examiner. When a hearing is requested under the Student Discipline Act, the superintendent now “recommends” the appointment of a hearing examiner within two school days after receiving the hearing request. Parents have two days to request the designation of a different hearing examiner. Upon receiving the 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; and
- **May** also provide an additional list of hearing examiners that may include hearing examiners employed by or under contract with the school district.

The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended, provided as an alternative hearing examiner, or included on an additional list, if any, and must notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of the notice.

The Hearing. Previously, the hearing had to be “scheduled” within five school days after it was requested. Now, the hearing must be “held” within five school days after the appointment of the hearing examiner.

Previously, students and their parents had the right to examine records and written statements “at a reasonable time” before the hearing. Now, the

school must provide copies of records, written statements, and required affidavits no later than 48 hours before the hearing.

The school must make available those witnesses who have knowledge of or were involved in the alleged misconduct and subsequent discipline of the student if such witnesses are requested by the student or the student's parent, guardian, or representative and **if** such witnesses are employees or under contract with the school district.

With changes from LB 705, the hearing examiner now has ten calendar days to provide the findings and recommendations to the superintendent, and the superintendent has five school days after receiving the report to make his or her determination. Previously, there was no time limit for either action.

Appeal. If the student or parent appeals the superintendent's decision, the superintendent's determination will no longer take immediate effect.

School Board Decision. In the event of an appeal, the school board now must take final actions within three calendar days after the hearing. Previously, there was no time limit on the board's ability to make a final decision.

The changes are effective **three months after adjournment of the Unicameral, approximately September 2, 2023.** However, Policy 5035 has been revised to reflect these new requirements so that you do not have to change policies and handbooks in September.

**These changes are required.**

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### **REVISION TO POLICY ~~5045~~<sup>9002</sup>: STUDENT FEES**

The Nebraska Public Elementary and Secondary Student Fee Authorization Act permits schools to charge fees for "postsecondary education costs." However, just like fees charged to participate in extracurriculars or for student meals, the board must designate the "maximum" fee that may be charged. Our policy has always contained a section for postsecondary education costs, but it did not list the maximum for those costs.

This change will now require you to list the maximum fee that might be assessed to a student for postsecondary education costs. Unless you designate the maximum fee (even if the student ends up paying less), it's technically not lawful. If you collaborate with local colleges, universities, or

community colleges to offer postsecondary classes or dual credit classes, you should list the maximum fee a student may be required to pay. Keep in mind that schools cannot charge a fee for earning high school credits. However, you can require families to pay any postsecondary costs if they also want college credit. We recommend listing the max amount *per course*, to include all fees for tuition, materials, etc. You should set the number high enough to account for the most a student may be required to pay, especially if you work with multiple institutions.

**This change is required.**

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### **REVISION TO POLICY 5049: FIREARMS AND WEAPONS**

3015

LB 77 authorizes anyone, other than a minor or prohibited person, to carry a concealed handgun anywhere in Nebraska, with or without a concealed handgun permit. However, the law still prohibits people from carrying a concealed or unconcealed handgun into a public school or on public school property. This prohibition does not apply to a qualified law enforcement officer or qualified retired law enforcement officer carrying a concealed handgun pursuant to 18 U.S.C. 926B or 926C.

We have revised this policy to remove the reference to an exception based on possessing a concealed handgun permit.

**This change is required.**

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### **REVISION TO POLICY ~~5052~~: SCHOOL WELLNESS**

5006

The link to the website at the bottom of the policy that contains the evidence-based strategies used in the policy has been updated.

**This change is required.**

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### **REVISION TO POLICY 5062: LICE AND NITS**

Unable to find this policy.

5016

For the past several years, we have been asked by numerous clients about the rules governing the exclusion of students who have contracted active cases of lice, louse eggs, and nits. Our policy previously offered two options, one that excluded for nits and one that did not. Several schools have

received significant pushback (and even threats of litigation) for banning students with nits alone until they were treated.

Many state and national organizations have strong opinions on this issue, with entities like the CDC and various medical organizations now recommending against any school exclusion even if a student has an active case of headlice. A small handful of schools have even asked us for a policy that would not exclude students from school at all. While that may technically violate the Nebraska DHHS isolation regulation, we know some schools have nurses, administrators, and others who agree with this position. If you would like that type of policy, please contact one of us.

In revisiting the actual Nebraska DHHS regulation on this point, it states as follows for school exclusion/isolation periods for pediculosis:

*Nits are not a cause for school exclusion. Parents of students with live lice are to be notified and the child treated prior to return to school. Only persons with active infestation need be treated. Avoid head-to-head contact. No exclusion of contacts.*

In light of the current regulation, we have removed the policy option permitting exclusion for nits, alone (the former "Option A"). The policy now has only one option that tracks the regulation. It states that the school will contact the student's parent/guardian(s) immediately to pick up the child. Because the regulation still says that the child needs to be treated "prior to return to school," we left that in the policy.

**This change is required if you previously selected "Option A" which included nits. If you previously selected "Option B," these changes are recommended.**

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**POLICY 5063: [INTENTIONALLY LEFT BLANK]  
(RELOCATED TO POLICY 3059)**

**This policy is relocated.**

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**4027  
REVISION TO POLICY 5064: SUPPLEMENT, NOT SUPPLANT**

We have updated this policy to reflect the provision that requires federal grant funds supplement local effort for all Title funds which expands beyond Title I to include Title II and Title IV grant funds.

**This change is technically not required but is highly recommended.**

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**REVISION TO POLICY 6003: INSTRUCTIONAL PROGRAM**

*3029 unable to find this policy*

We have updated the policy to reflect the minimum number of instructional hours for each corresponding grade as required by Nebraska law and NDE regulations. You may adjust these hours upward if desired.

**This change is required.**

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**REVISION TO POLICY ~~6004~~: CURRICULUM DEVELOPMENT**

*3030 unable to find this policy*

We have updated the policy to reflect the new requirement that goes into effect for the 2023-24 school year that all students take at least one course in financial literacy. This required coursework may not be embedded in other curricula throughout a high school student's secondary education. Rather the course must be a standalone class equaling five (5) high school credits or an equivalent one-semester course. The Nebraska Department of Education has curricular resources for [the financial literacy course](#) here. The Financial Literacy Act requires the district to submit a report to the board of education about your compliance with the Act no later than December 31, 2024. **You do not need to worry about reporting for the 2023-24 school year.** We will provide you with the necessary information for that report in the years they will be required and will add them to our running list of annual notices, hearings, and reports at that time.

The Financial Literacy Act was passed as a companion statute to the Computer Science and Technology Act. LB 705 pushed back the effective date of the Computer Science and Technology Act to the 2027-28 school year.

As a side note, Policy 6004 has a table that sets out a schedule for curriculum review and textbook adoption. This table will need to be edited to reflect your district's practices. For example, if your district staff reviews the curriculum in one year and then actually adopts a textbook in the following year, you would adjust the content of the "textbook adoption" cell down a level. This year is also a good time to check the dates that your district has filled in under the "school year" column and to update them as necessary.

**The financial literacy curriculum is required for 23-24, but we have added both financial literacy and computer science to the curriculum review chart.**

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*9034*

**ADDITIONAL OPTIONS ADDED TO POLICY 6025: STUDENT CELL PHONE AND OTHER ELECTRONIC DEVICES**

*This would be in addition to other technology policies.*

We have added some additional options to policy 6025. The current policy is most permissive, allowing students to use cell phones and other devices so long as they don't violate other school rules. As more schools start to go back to restrictive policies or consider storage plans like classroom turn-in boxes or Yondr bags, we want to provide some additional options. Those are included in the redline of this policy. However, the substance of the current policy did not change.

**If you are happy with your current student cell phone and electronic devices policy, you do not need to make any changes.**

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**NEW POLICY 6038: Artificial Intelligence** *-New*

*3031*

This is an optional policy. We have received questions from several clients about a board policy on the extent to which students may permissibly use artificial intelligence tools "AI Tools" (such as ChaptGPT and other chatbots) in connection with school assignments. This policy lays out (1) the board's approval of using AI Tools in connection with academic assignments, and (2) details the minimum requirements and expectations for such use.

Under this policy, teachers are responsible for determining the extent to which a student may permissibly use AI Tools in connection with any specific assignment and the policy imposes certain minimum requirements that students using such tools must meet (including disclosure and proper attribution). Please note that the criteria laid out in this policy is not in response to legal requirements. Rather, this policy provides a practical framework for your teaching staff to consider whether and how AI Tools can and should be used in connection with school assignments. The policy also clarifies that student use of AI Tools should be consistent with expectations of academic honesty when using other sources of information. If the board is inclined to adopt this policy (or a version of it), we strongly encourage the board to consult with the administration (who may work with the teaching

staff) to ensure that the framework and expectations are consistent with the teaching practices.

**This new policy is optional.**

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### **Form Changes**

#### **NOTICE OF NON-DISCRIMINATION**

Some of our school districts have asked for an all-encompassing, one-and-done nondiscrimination statement. We have not drafted one yet, mainly for two reasons. One, drafting such a single non-discrimination statement that effectively addresses all requirements from a variety of entities has proven difficult to do in a straightforward and streamlined manner. Two, we have decided to wait until the new Title IX and Section 504 regulations have been approved and finalized. But once those changes are made, we will tackle and produce a new notice of non-discrimination.

**There is no change to make - yet.**

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## **Other Issues To Consider**

### **LB 298: Dyslexia**

On or before July 1 of each year, the school district must provide the required information relating to dyslexia to NDE.

### **LB 298: Written Dress Code and Grooming Policy**

On or before July 1, 2025, the school board must adopt a written dress code and grooming policy to be implemented at the start of the 2025-26 school year that is consistent with the model policy developed by NDE and “may include any other procedures and provisions the school board deems appropriate.” NDE must develop and distribute its model dress code and grooming policy on or before December 1, 2024.

### **LB 705: Behavioral Intervention Training and Teacher Support Act**

Sections 2 through 5 of LB 705 create the Behavioral Intervention Training and Teacher Support Act. This Act is effective **July 1, 2023**.

*Training.* Beginning in school year 2024-25, the Educational Service Unit Coordinating Council shall (i) ensure annual behavioral awareness training is available statewide and (ii) develop, implement, and administer an ongoing statewide teacher support system.

Beginning in school year 2026-27, each school district must ensure that each administrator, teacher, paraprofessional, school nurse, and counselor receives behavioral awareness training. Each administrator, teacher, paraprofessional, school nurse, and counselor who has received such training must receive a behavioral awareness training review at least once every three years. Each school district may offer such training, or similar training, to any other school employees at the discretion of the school district. In addition, all school employees must have a basic awareness of the goals, strategies, and schoolwide plans included in such training.

The Act defines what behavioral awareness training must include.

*Report.* On or before July 1, 2025, and on or before July 1 of each year thereafter, each school district must submit a behavioral awareness training

report to the Educational Service Unit Coordinating Council. The report must include the school district behavioral awareness training plan and summarize how the plan fulfills the requirements of the Act.

*Point of Contact.* Each school district must designate one or more school employees as a behavioral awareness point of contact for each school building or other division as determined by such school district. Each behavioral awareness point of contact must be trained in behavioral awareness and shall have knowledge of community service providers and other resources that are available for the students and families in the school district.

*Mental Health and Counseling Resources.* Each school district must maintain or have access to a registry of local mental health and counseling resources. The registry must include resource services that can be accessed by families and individuals outside of school. Each behavioral awareness point of contact must coordinate access to support services for students whenever possible. Except as provided in section 43-2101, if information for an external support service is provided to an individual student, school personnel must notify a parent or guardian of such student in writing unless the recommendation involves law enforcement or child protective services. Each school district shall indicate each behavioral awareness point of contact for the school district on the school district's website and in any school directory for the school that the behavioral awareness point of contact serves.

### **LB 705: Nebraska Teacher Recruitment and Retention Act**

The purpose of the Nebraska Teacher Recruitment and Retention Act is to provide financial incentives to recruit and retain teachers in Nebraska classrooms. A teacher may apply to NDE for multiple retention grants of \$2,500 if the teacher has signed a contract to complete the teacher's second, fourth, and sixth complete school years of full-time employment in the 2023-24 through 2026-27 school years. A teacher may apply for a high-need retention grant of \$5,000 if the teacher (1) obtains an endorsement in special education, mathematics, science, technology, or dual credit; and (2) signs a contract to complete a school year of full-time employment as a teacher at a Nebraska school in 2024-25, 2025-26, or 2026-27. The Act terminates on January 1, 2028.

The Unicameral encourages "individual schools and school districts to adopt policies incentivizing teacher recruitment and retention through policies similar to the Nebraska Teacher Recruitment and Retention Act." KSB has

not drafted such a policy for its service because such a “policy” would actually need to be negotiated with the teacher’s association and included in the negotiated agreement.

This provision was subject to an e-clause.

### **LB 705: Student Discipline Act**

NDE Policy. NDE must develop and adopt a model policy relating to behavioral intervention, behavioral management, classroom management, and removal of a student from a classroom in school on or before July 1, 2025. The model policy shall include appropriate training for school employees on behavioral intervention, behavioral management, classroom management, and removal of a student from a classroom in schools and how frequently such training shall be required.

School Policy. On or before August 1, 2025, each school district must develop and adopt a policy consistent with or comparable to the model policy developed by NDE. The school must file the policy with the Commissioner of Education. The policy must be included with any notifications required under the Student Discipline Act.

Behavioral Awareness and Intervention Training. Beginning in school year 2026-27, each school district must ensure that any school employee who has behavioral management responsibilities participates in behavioral awareness and intervention training consistent with the school district’s revised student discipline policy developed and adopted on or before August 1, 2025. The training must be provided by the school district or the school district's ESU. The training must be consistent with the model policy relating to behavioral intervention, behavioral management, classroom management, and removal of a student from a classroom in school developed by NDE (on or before July 1, 2025).

### **LB 705: Computer Science and Technology Education**

The requirement that public school students attend at least five credit hours of computer science and technology education has been extended from the 2026-27 school year to the 2027-28 school year. The deadline to include computer science and technology education aligned to the academic content standards has been extended from 2024-25 to 2025-26. This change is effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

## **LB 705: FAFSA**

Beginning in 2024-25, each public high school student must complete and submit to the United States Department of Education a Free Application for Federal Student Aid prior to graduating from high school unless a parent or legal guardian, the principal or designee, or a student who is 19 or older or emancipated submits an NDE-created declination form. The principal or designee must submit compliance information to the school board and to NDE. This change is effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

## **LB 705: Youth Organizations**

Each school district must, upon request, allow a representative of any youth organization (a corporation chartered by Congress and 29 listed in 36 U.S.C. Subtitle II, Part B, as of January 1, 2023) to provide:

- (i) oral or written information to the students of the school district regarding the youth organization and how the youth organization furthers the educational interests and civic involvement of students in a manner consistent with good citizenship and
- (ii) services and activities to any student of the school district who is a member of the youth organization.

*Frequency and Timing.* Each requesting youth organization must be allowed to provide its information, services, and activities in a school building or on the school grounds of a school in each school district at least once during each school year. Schools must make a good faith effort to select a date, time, and location for each requesting youth organization to provide its information, services, or activities that is mutually agreeable to the school district and to the youth organization. Oral information may only be provided during noninstructional time.

*Background Checks.* Prior to allowing a representative of a youth organization to provide information, services, or activities at a school, the representative must be subject to a background check. Except as otherwise provided by the new law or by the rules and regulations of the Nebraska State Patrol, the parameters of the background check shall be determined by the relevant school district. A school district may prohibit any representative of a youth organization that has been convicted of a felony from providing information, services, or activities at any school in the school district. Each representative of a youth organization is responsible for all costs associated with obtaining the background checks.

This change is effective **three months after adjournment of the Unicameral, approximately September 2, 2023.**

**Other Bills of Interest**

**LB 243: Adopt the School District Property Tax Limitation Act**

**LB 583: Change Provisions of the Special Education Act and the Tax Equity and Educational Opportunities Support Act**

**LB 727: Change Provisions Relating to Revenue and Taxation**

**LB 753: The Opportunity Scholarships Act**

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**CONCLUSION**

It is all too easy to adopt policies that look good but that do not actually reflect how the school operates or assist the school in accomplishing its goals. Every year we stress that it is very important to us to give you a working, useful set of policies and a continuing ***policy service***. For our Complete Service subscribers, there is no additional charge for revisions to our policies or consultation about them. Please don't hesitate to contact any one of us with questions about the updates or other policies. Our group e-mail address is [ksb@ksbschoollaw.com](mailto:ksb@ksbschoollaw.com).

## **POLICY 3015: FIREARMS AND WEAPONS**

**Weapons.** No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. **Definition of Weapon.** The term “weapon” means any object, device, instrument, material, or substance, which is capable of causing injury in the manner it is used or intended to be used.

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

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

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or
2. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
3. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
4. Firearms contained within a private vehicle *operated by a non student adult* that are not loaded *and* are encased or are in a locked firearm rack that is on a motor vehicle; or
5. A handgun carried as a concealed handgun by non student adult ~~who holds a valid permit issued under the Concealed Handgun Permit Act~~ in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area, except as prohibited by federal law.

**Definition of Encased.** The term “encased” means enclosed in a case that is expressly made for the purpose of containing a firearm and that is completely

zipped, snapped, buckled, tied, or otherwise fastened with no part of the firearm exposed.

**Exceptions for Students.** The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:

1. The firearm or weapon has been brought to school grounds or to an activity or event off school grounds for some educational purpose;
2. The person bringing the firearm or weapon has requested and received the prior approval of both the instructor and the building principal to do so; and
3. All arrangements to use and store the firearm or weapon safely while it is on school premises have been agreed to and carried out.

**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.** Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm possessed in violation of this policy. By statute, 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 or weapon to school.

Adopted on: 07/13/09

Revised on: 09/15/14

Reviewed on: 4/12/21

**60033029**

**Instructional Program**

1. The minimum number of instructional hours in the school year will be 1,080 for grades 9 through 12, 1,032 for grades 1 through 8, and 400 for kindergarten, ~~\_\_\_\_\_ for middle school and high school students,~~ ~~\_\_\_\_\_ for elementary students, and \_\_\_\_\_ for kindergarten students,~~ exclusive of lunchtime. ≡≡

1. [NOTE TO BE DELETED: The hours shown above are the minimum number of instructional hours for each corresponding grade as required by Nebraska law and NDE regulation. They may be, but are not required to be, adjusted upward at the board's discretion.]

2. The district may establish special programs for individual students that may deviate from these requirements. All special programs must either be adopted pursuant to applicable law or approved by the superintendent in advance. Prior to the district's commencement of a specialized program, the district will provide the student's parents or guardians with notice of the program.

3. The board, acting with the advice of the administration and certificated staff, will adopt a curriculum and procure textbooks and materials to support that curriculum. The administration and certificated staff will design instructional strategies and assessments to implement the curriculum.

4. To the extent possible, practice for, travel to, and participation in activities sponsored by the Nebraska School Activities Association and the Nebraska Department of Education will be scheduled outside of instructional time. Individual student absences because of illness or family-centered activities will be governed by district attendance policies.

5. The board intends to strike a sensible balance between the time spent on academics and time spent on extra-curricular activities, acknowledging that both work and play are important in each student's total development and education.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **Policy 3030 Curriculum Development**

The board of education jealously guards its right, prerogative, and discretion to exercise local control of the curriculum development of the district to the greatest extent permitted by state and federal law, and has no intention of ceding such right, prerogative, or discretion.

The superintendent or his/her designee shall be responsible for providing and directing system-wide planning for curriculum, instruction, assessment and staff development.

The curriculum shall be standards-driven and accountability-based. The district's academic content standards shall be those required by the Nebraska State Board of Education in the subject areas of reading and writing (language arts), mathematics, and science only. The curriculum shall be articulated to include all programs and grade levels offered within the district, K-12 and, if applicable, shall include a preschool program. The curriculum shall reflect the comprehensive plan of the school district. All professional staff members are responsible for implementing the curriculum.

The superintendent or his/her designee will present this curriculum to the board for approval or modification.

The superintendent shall be responsible for establishing curriculum guides to articulate and coordinate the written curriculum, and to provide consistency of the written curriculum from one level of the district to the next. Curriculum guides shall provide for the development of the school district's curriculum and shall set academic standards, identify essential educational outcome criteria, and provide for the implementation, monitoring and evaluation of student learning.

Teachers are responsible for following the curriculum guides and teaching the written curriculum. Principals are responsible for monitoring the curriculum and evaluating teachers to ensure that they are teaching in compliance with the curriculum guides and written curriculum. The superintendent and his/her designee shall ensure that principals monitor the curriculum and evaluate teachers.

### **Curriculum and Textbook Adoption Schedule**

The District will review curriculum and adopt associated textbooks on the following schedule.

Subject Area	K-12 REVIEW aligned to NDE standards review	TEXTBOOK ADOPTION Date of last adoption
Foreign Language Fine Arts/Music	2028	NA
K-12 Language Arts	2028	2021
Math	2026	2019
Technology		NA
Science	2024	2018
Physical Ed/Health	2028	NA
Vocational	2026	2020
Social Studies	2026	NA
Financial Literacy	2024	2020
Computer Science and Technology	2026	2020

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **Policy 3031 Artificial Intelligence**

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

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

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

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

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## POLICY 4001: BUDGET AND PROPERTY TAX HEARING

### **3001**

### **~~Budget and Property Tax Request~~**

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

#### **BUDGET PROCEDURES**

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

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

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

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

**Budget Hearing.** The board must conduct a hearing prior to adopting the budget. The hearing must be held separately from any regularly scheduled meeting and may not be limited by time. The board must make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the

public desiring to speak on the proposed budget statement shall be allowed to address the board at the hearing and must be given a reasonable amount of time to do so. Five minutes shall generally be considered a reasonable amount of time.

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

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

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

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

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

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

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

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

request; the property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation; the proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request; the percentage increase or decrease in the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

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

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

**Resolution.** The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request shall include, but not be limited to, the information required by section ~~77-1601.02(4)~~ [77-1632\(4\)](#).

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

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

**Property Tax Request Hearing.** The board must hold a public hearing called for the purpose of passing a property tax request resolution. If another political subdivision within the county also seeks to exceed the allowable growth percentage, the hearing will be a joint hearing. In the event of a joint hearing, each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political

subdivision shall be deemed to be within the county in which the political subdivision's principal headquarters are located. The hearing agenda will only include discussion on each political subdivision's intent to increase its property tax request by more than the allowable growth percentage [to the extent allowed by law](#).

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

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

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

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

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

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**POLICY 4019: PURCHASING CREDIT CARD PROGRAM**  
**Purchasing (Credit) Card Program**

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

**Authorized Purchases.** Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and [insert other standing authorized expenditures]. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is [\$[insert amount]].

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

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

**Documentation.** Employees seeking reimbursement for a purchasing card purchase ~~shall~~must submit an itemized receipt **and** a purchasing card receipt to the school district. The itemized receipt ~~shall~~must include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. **A non-itemized credit card receipt alone is not sufficient.** Designated school personnel shall maintain the documentation for at least ~~10~~7 years or as otherwise required by Schedule 10 – Local School Districts or Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees ~~shall~~must maintain copies of any documentation submitted to the school district.

**Suspension or Termination of Privileges.** The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account ~~shall~~must be immediately closed and he or she ~~shall~~must return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase ~~shall~~must reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**POLICY 4023: BIDDING FOR CONSTRUCTION, REMODELING, REPAIR, OR RELATED PROJECTS FINANCED WITH FEDERAL FUNDS**

**3003.1**

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

Applicability of the Policy

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

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

**I. 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.

## **II. Construction Projects with an Anticipated Cost of Under \$250,000**

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

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

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

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

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

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

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

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

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

### **III. Construction Projects with an Anticipated Cost Over \$250,000**

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

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

lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

#### B. Advertising for Bids.

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

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

#### C. Bid Documents

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

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

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

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

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

6. Bids will be reviewed by the Superintendent and/or designee

and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

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

#### **IV. Other Contract Matters.**

##### **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. 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, and labor surplus area firms are used when possible and consistent with state law.

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

U.S. substantially using agricultural commodities produced in the U.S.

### C. Full and Open Competition

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

### D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

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

### E. Settlements of Issues Arising Out of Contract

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

### F. Record Keeping

#### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each

project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

## 2. Maintenance of Construction Records for Projects Financed with Federal Funds

- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
- b) Retention of construction records shall be in accordance with applicable law and Board policy.

## **V. Conflict of Interest and Code of Conduct**

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

### **C. Favors and Gifts**

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

### **D. Enforcement**

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

## **VI. Financial Management**

### **A. Identification.**

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

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

#### B. Financial Reporting

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

#### C. Accounting Records

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

#### D. Internal Controls

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

#### E. Budget Control

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

#### F. Payment Methods

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

to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

#### G. Allowability of Costs

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

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

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

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

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

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

income.

#### I. Cost Sharing or Matching

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

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

#### J. Documentation of Personnel Expenses

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

### **VII. Other Contract Matters.**

#### A. Required Terms

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

#### B. Contracting with Certain Vendors

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

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

### C. Record Keeping

#### 1. Record Retention

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

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

c) Records will be destroyed in compliance with Schedule

10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**POLICY 4024: FISCAL MANAGEMENT FOR PURCHASING AND PROCEDURES USING FEDERAL FUNDS**

**3004.1**

**~~Fiscal Management for Purchasing and Procurement Using Federal Funds~~**

**I. Applicability of Policy**

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

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

**II. Procurement System**

The District maintains the following purchasing procedures.

**A. Responsibility for Purchasing**

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

## **B. Methods of Purchasing**

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

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

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

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

### **2. Purchases between \$10,000 and \$250,000 (Small Purchase Procedures)**

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

### **3. Purchases Over \$250,000**

#### **a) Sealed Bids (Formal Advertising)**

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

#### **b) Contract/Price Analysis**

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

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

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

#### 5. **Competitive Proposals.**

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - 2) Proposals must be solicited from an adequate number of qualified sources; and
  - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

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

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

## **D. Federal Procurement System Standards**

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

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

## **E. Debarment and Suspension**

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

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

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

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

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

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

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

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

**C. Favors and Gifts**

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

**D. Enforcement**

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

**IV. Property Management Systems**

**A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

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

## **C. Inventory Records**

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

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

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

#### **D. Physical Inventory**

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

#### **E. Maintenance**

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

#### **F. Lost or Stolen Items**

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

#### **G. Use of Equipment**

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be

supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

## **H. Disposal of Equipment**

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

If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

## **I. Equipment and Capital Expenditures**

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

## **J. Depreciation**

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

## **V. Financial Management**

### **A. Identification**

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

### **B. Financial Reporting**

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

### **C. Accounting Records**

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

### **D. Internal Controls**

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

### **E. Budget Control**

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

### **F. Payment Methods**

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

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

## **G. Allowability of Costs**

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

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

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

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

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

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

## **I. Cost Sharing or Matching**

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be

accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

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

#### **J. Documentation of Personnel Expenses**

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

### **VI. Written Compensation Policies**

#### **A. Time and Effort Standards**

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

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;
- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;

- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

#### **B. Time and Effort Procedures**

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

#### **C. Fringe Benefits**

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

#### **D. Leave**

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

#### **E. Unexpected or Extraordinary Circumstances**

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

#### **F. Documentation for Personnel Expenses**

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

### **VII. Other Contract Matters.**

#### **A. Required Terms**

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

## **B. Contracting with Certain Vendors**

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, 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.~~

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

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

## **C. Record Keeping**

### 1. Record Retention

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

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before

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

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

## 2. Maintenance of Procurement Records

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

## **D. Privacy**

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and

State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**50644027**

**Title I, Title II, or Title IV Supplement, Not Supplant**

The district will use Title I, Title II, and Title IV, and any other funds subject to Supplement, Not Supplant requirements as required by law. The district will use said funds to Supplement, Not Supplant, state and local funds that would, in the absence of Title I, Title II, and Title IV such funds, be spent on Title I programs. The district will ensure that Title I funds will not be used to provide services which otherwise take the place of public education services that are to be provided to all students.

The district maintains records of the professional development provided at the district level that is funded with Title I funds. The Superintendent will ensure that professional development is aligned with the needs of the district's Title I programs. Title I professional development will not duplicate that which the district provides for non-Title I purposes which, in the absence of Title I funds, would be provided to all staff.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

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

## **5052**

### **School Wellness Policy**

#### **POLICY 5006: 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, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)**

- a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
  - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
  - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
  - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements

(4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

## **9. Triennial Assessment**

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

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

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

## **10. Public Notice**

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

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

## **11. Recordkeeping**

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

## **12. Operational Responsibility**

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the

goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

\* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated ~~9/2016~~June 2020 to Reflect the USDA Final Rule) ~~found at~~  
[https://www.healthiergeneration.org/\\_asset/wtqdwu/14-6372-ModelWellnessPolicy.doc](https://www.healthiergeneration.org/_asset/wtqdwu/14-6372-ModelWellnessPolicy.doc) found at  
<https://api.healthiergeneration.org/resource/2>.

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **4059POLICY 5008 Behavioral and Mental Health Training**

### **Suicide Prevention Behavioral and Mental Health Training**

All public school employees who interact with students and any other appropriate personnel are required to complete at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training every year. The superintendent will determine the appropriate personnel required to receive the training. The training materials for this training must be included in the Nebraska Department of Education's list of approved training materials.

school nurses

teachers

counselors

school psychologists

administrators

school social workers

community coaches

paraeducators

bus drivers

kitchen staff

custodians

secretarial and clerical staff

These employees must complete the online training designated by the school district or superintendent provided by the Nebraska Department of Education no later than **October 31** of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training shall constitute just cause for the termination or nonrenewal of an may subject the employee to employment-related discipline-employee's contract.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**50625016**  
**Lice and Nits**

**Option A**

~~Students found to have head lice, louse eggs, or nits will not be permitted at school and will be sent home. Upon discovering the presence of any indication of lice, louse eggs, or nits, the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately.~~

~~Students will not be permitted to return to school until the district finds that no live lice, eggs, or nits can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined.~~

~~The student cannot ride the school bus until the district has cleared the student to return to school.~~

**Option B**

~~Students found to have live head lice or louse eggs will not be permitted at school and will be sent home. Upon discovering the presence of any indication of live lice or louse eggs, the school will notify the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately. The student will be isolated from contact with other students and their belongings, and a parent or guardian must pick the child up from school immediately.~~

~~Students By Nebraska DHHS regulation, students will are not be permitted to return to school until the student is treated such that the district finds that no live lice or louse eggs can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined.~~

~~The student cannot ride the school bus until the district has cleared the student to return to school.~~

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_



## **Drug Policy Regarding Drivers**

**Policy Statement.** Drivers for the school district must be free from drug and alcohol abuse, and the use of illegal drugs or improper use of alcohol is prohibited. The overall goal of drug and alcohol testing is to insure a drug-free and alcohol-free transportation environment, and to reduce accidents, injuries and fatalities.

**Designated Contact.** The school district has designated [insert designated individual] as the individual any driver may contact with questions about this policy or the school district's drug testing program and procedures for drivers. This individual further maintains and will provide drivers informational materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

[Insert designated individual] may be contacted at [insert contact information.]

**Covered Drivers.** Any person who operates a commercial motor vehicle on behalf of the school district is covered by this policy and the school district's drug testing program and procedures for drivers. All covered drivers must provide the school district a signed statement certifying that he or she has received a copy of this policy and related materials.

**Covered Workday.** A driver is required to comply with this policy and the terms of the school district's drug testing program and procedures for drivers at all times they are assigned, or may be assigned, to perform safety-sensitive functions. This includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) all time at a school district facility or property, contractor facility or property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the school district; (2) all time inspecting equipment as required by state or federal law or regulation and any and all other time inspecting, servicing, or conditioning any commercial motor vehicle; (3) all time spent at the driving controls of a commercial motor vehicle in operation; (4) all time, other than driving time, in or upon any commercial motor vehicle; (5) all time loading or unloading a vehicle, supervising, or

assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**Prohibited Conduct.** No driver shall: (1) report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater; (2) use alcohol while performing safety-sensitive functions; (3) perform safety-sensitive functions within four hours after using alcohol; or (4) refuse to submit to a pre-employment controlled substance, a post-accident alcohol or controlled substance test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substance test required under state or federal law or this policy. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall: (1) report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 31 CFR 1308.11 Schedule 1; (2) report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; or (3) report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

**Types of Testing.** Pursuant to regulations promulgated by the Department of Transportation (DOT), the district has implemented four types of testing: (1) pre-employment testing, (2) reasonable cause testing, (3) post-accident testing and (4) random testing.

**Refusal to Submit to Testing.** A driver shall not refuse to submit to testing. A driver will be considered to have refused to submit to testing if the driver fails to provide a sample or specimen necessary for testing upon a lawful request, consistent with the required testing protocols. The refusal to submit to the testing used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers.

**Consequences for Violations.** Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver's employment, and shall include the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

**Return to Duty Process.** A driver who has violated this policy or the school district drug testing program and procedures cannot again perform any safety-sensitive functions until and unless the employee completes the return-to-duty process, including the substance-abuse professional's (SAP) evaluation, referral, and recommended education or treatment. The school district will provide employees the relevant contact information for available and acceptable SAPs as necessary, but the school district is not required under the law to provide a SAP evaluation or any subsequent recommended education or treatment for a driver. Any driver completing the return-to-duty process must complete a return-to-duty test and test negatively.

**Disqualification.** Any applicant who tests positive for the presence of the following drugs is medically unqualified to drive and will not be considered for the position of driver: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, or (5) phencyclidine (PCP). Any district driver who tests positive shall be medically unqualified and removed from service immediately.

**Pre-employment Testing.** All applicants for employment must submit to drug and alcohol tests as a condition of being considered for employment.

**Reasonable Cause Testing.** The district shall have reasonable cause to require a driver to submit to drug testing when a driver manifests physical or physiological symptoms or reactions commonly attributed to the use of controlled substances or alcohol.

**Post-Accident Testing.** A driver who has been involved in a reportable accident must submit to drug and alcohol testing as soon as possible. A reportable accident includes any accident in which there is a fatality, a person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

**Serious Injury to the Driver.** If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

**Random Testing.** All drivers will be subject to unannounced random testing for drugs and alcohol. The district or its agents will periodically select drivers at random for testing. A district official will notify a driver when his or her name has been selected and will instruct the driver to report immediately for testing. By its very nature, random selection may result in one driver being tested more than once in a 12-month period, while another driver may not be selected at all during the same 12 months.

**Frequency of Random Testing.** Under DOT regulations, the district must test at least 50 percent of its average number of driver positions for drugs and 25 percent of its average number of driver positions for alcohol each year. The tests must be unannounced and spread evenly throughout the year. DOT regulations also require that every driver selected at random must have his or her name placed back in the random pool for the next selection period.

**Testing Procedure.** All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive. All such specimens collected and submitted will be maintained securely to safeguard the validity of the test results and maintain the integrity of the testing process while ensuring the results are attributed to the correct driver.

**Medical ~~Resource~~ Review Officer.** All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing

program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

**Confidentiality.** Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the district and will be kept confidential unless the tested individual consents to their release or release is required by law (such as the release of information to the Clearinghouse.) Any person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

**Retesting.** An individual who tested positive for the presence of drugs may request that the original sample be retested. The request for a retest must be submitted in writing on a form provided by the district within 3 working days of the district's notification to the individual that he or she has a positive test result. The individual making the request must pay all costs associated with the retest and transfer of the sample to another laboratory before the retest will be performed.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

POLICY 7036: MILK EXPRESSION

Except as otherwise provided by law, tThe district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time such employee has the need to do so. The District will provide in a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public ~~for one year after the child's birth.~~ These accommodations will be provided for one year after the child's birth, unless otherwise required by law.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**POLICY 8007 8002: LENDING TEXTBOOKS TO CHILDREN ENROLLED IN PRIVATE SCHOOLS**

**3033**

**Lending Textbooks to Children Enrolled in Private Schools**

Through June 30, 2024, the school district shall make textbooks available to private school children who reside within the district or are otherwise entitled to borrow them pursuant to statute and 92 Nebraska Administrative Code, section 4. The district is obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose. As used in this policy, "textbooks" shall have the definition adopted by the Nebraska State Board of Education in Rule 4.

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

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

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

Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15<sup>th</sup> prior to the school year for which the application is made. The district shall maintain a supply of

blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years. It shall notify the parents and guardians at least 10 days prior to the start of school when and where the textbooks will be available. It shall make textbooks available to parents or guardians on or before August 15<sup>th</sup>. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.

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

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

This policy shall terminate July 1, 2024.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## POLICY 8022 8004: AUDIO AND VIDEO RECORDING

**50633059**

### **Audio and Video Recording**

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

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

**Recordings Made by The District.** The district may use cameras or other devices for purposes of making security, safety, or other recordings ~~without a specific purpose or for a specific purpose~~ when such recordings are deemed necessary or appropriate by ~~the administration~~ an authorized representative of the district. The district will not maintain ~~the~~ recordings unless the recording is purposefully copied and saved. Any recording not copied and maintained separately, and the recordings will may only be available accessible by the administration authorized representative for review for a limited time, based on the district's then-current recording capacity. The district administrators estimate that this is approximately 10 days but may change at any time. Recordings made by the district may be destroyed by an authorized representative at any time unless retention is required by law.

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

appropriate by the administration.

**Classroom Recordings Made by Staff.** Staff members may make audio and video recordings of classroom instruction, student behavior or performance, and school activities ~~only upon authorization of~~ without prior administrative approval only for legitimate educational purposes the superintendent or supervising administrator administration or to comply with a student's education plan, as described below. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

**Prohibited Recordings Made by Students.** This policy applies to students Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. , unless the recording is made in a manner permitted by the school this policy for other members of the public. In such an instance, the sStudents remain subject to the district's appropriate use and student discipline all other district policies and rules. For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron, subject to other applicable board policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

~~However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.~~

~~**Permitted Classroom Recordings Made by Students.**— Students may make audio or video recordings of classroom lectures or discussions:~~

- ~~(1) For their convenience after providing notice to the classroom teacher and receiving the teacher’s permission;~~
- ~~(2) For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher’s permission;~~
- ~~(3) If recording is necessary to accommodate the student’s disability and is required by the student’s Individualized Education Plan (IEP) or Section 504 Plan.~~

~~Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student’s disability.~~

~~**Permitted Non-classroom Recordings.**— Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.~~

~~**Use of Smart Devices.**— This policy generally prohibits anyone (including staff and students) from using smart speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices, without the permission of the administration or as permitted by law.~~

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## POLICY 8022 8004: AUDIO AND VIDEO RECORDING

**50633059**

### **Audio and Video Recording**

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

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

**Recordings Made by The District.** The district may use cameras or other devices for purposes of making security, safety, or other recordings ~~without a specific purpose or for a specific purpose~~ when such recordings are deemed necessary or appropriate by ~~the administration~~ an authorized representative of the district. The district will not maintain ~~the~~ recordings unless the recording is purposefully copied and saved. Any recording not copied and maintained separately, and the recordings will may only be available accessible by the administration authorized representative for review for a limited time, based on the district's then-current recording capacity. The district administrators estimate that this is approximately 10 days but may change at any time. Recordings made by the district may be destroyed by an authorized representative at any time unless retention is required by law.

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

appropriate by the administration.

**Classroom Recordings Made by Staff.** Staff members may make audio and video recordings of classroom instruction, student behavior or performance, and school activities ~~only upon authorization of~~ without prior administrative approval only for legitimate educational purposes the superintendent or supervising administrator administration or to comply with a student's education plan, as described below. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

**Prohibited Recordings Made by Students.** This policy applies to students ~~Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event.~~ Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. ~~, unless the recording is made in a manner permitted by the school this policy for other members of the public. In such an instance, the sStudents remain subject to the district's appropriate use and student discipline all other district policies and rules. For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron, subject to other applicable board policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.~~

~~However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.~~

~~**Permitted Classroom Recordings Made by Students.**— Students may make audio or video recordings of classroom lectures or discussions:~~

- ~~(1) For their convenience after providing notice to the classroom teacher and receiving the teacher’s permission;~~
- ~~(2) For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher’s permission;~~
- ~~(3) If recording is necessary to accommodate the student’s disability and is required by the student’s Individualized Education Plan (IEP) or Section 504 Plan.~~

~~Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student’s disability.~~

~~**Permitted Non-classroom Recordings.**— Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.~~

~~**Use of Smart Devices.**— This policy generally prohibits anyone (including staff or students) from using smart speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices, without the permission of the administration or as permitted by law.~~

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **POLICY 9002: STUDENT FEES**

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

### **A. Definitions**

1. “Students” means students, their parents, guardians or other legal representatives.
2. “Extracurricular activities” means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
3. “Post-secondary education costs” means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

### **B. Listing of Fees Charged by this District**

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

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

#### **2. Safety Equipment and Attire**

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

#### **3. Personal or Consumable Items**

The district **does/does not** provide students with personal or consumable items for participation in courses and activities. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and

will be held responsible for the reasonable replacement cost of any school property that they lose.

#### **4. Materials Required for Course Projects**

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

#### **5. Technological Devices**

The district will provide students with the technological devices necessary to complete all basic curricular projects. As with all school property, students may be charged for damage to such devices up to a maximum of \$250. To protect against such potential losses, students and parents may, but are not required, to purchase insurance coverage for the devices.

Additionally, the district may allow students to purchase technological devices by arranging for the students, staff, or patrons to purchase these devices through a single series of payments. In order to use the devices all students must sign that they have read the tech handbook.

#### **6. Extracurricular Activities**

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

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

**Cheerleading, Drill Team, Flag Corps:** Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be \$1,500.

**Football:** Students must provide their own football shoes, undergarments, and mouth guards.

**Golf:** Students must provide their own golf shoes, undergarments, and clubs.

**Track, Volleyball, Wrestling, and Basketball:** Students must provide their own shoes and undergarments.

**Future Farmers of America:** Students must purchase their own jackets and pay dues.

#### **7. Post-Secondary Education Costs**

Some students enroll in post-secondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution. The costs of these items will naturally vary, but the maximum dollar amount of the fee is anticipated to be \$ 200.00 per course.

#### **8. Transportation Costs**

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

The maximum dollar amount of the transportation fee charged by this district shall be \$20.00.

#### **9. Copies of Student Files or Records**

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

The district will charge a fee of \$.50 per page for reproduction of student records.

#### **10. Participation in Before-and-After-School or Pre-Kindergarten Services**

The district will charge reasonable fees for participation in pre-kindergarten services offered by the district pursuant to statute and as outlined in the sliding scale fees for pre-kindergarten.

The district will charge reasonable fees for participation in before-and-after school programs. The maximum dollar amount charged by the district for these services shall be \$100.00.

#### **11. Participation in Summer School or Night School**

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

The maximum dollar amount charged by the district for summer and night school shall be \$100.00 per semester course taken.

## 12. Charges for Food Consumed by Students

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

·	Breakfast Program – Grades K-8
o	Regular Price \$ _____
o	Reduced Price \$ _____
·	Breakfast Program – Grades 9-12
o	Regular Price \$ _____
o	Reduced Price \$ _____
·	Lunch Program – Grades K-8
o	Regular Price \$ _____
o	Reduced Price \$ _____
·	Lunch Program – Grades 9-12
o	Regular Price \$ _____
	Reduced Price \$ _____

## 13. Charges for Musical Extracurricular Activities

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar amount of all musical extracurricular activities fees and the equipment or attire required for participation in musical extracurricular activities:

**Band:** Students must provide their own instruments and marching band shoes, which must be black, rubber-soled sneakers

**Swing Choir/ Choir:** Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$200.00.

## 14. Contributions for Junior and Senior Class Extracurricular Activities

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

## **15. Fundraising for Extracurricular Activities.**

Students are eligible to participate in a number of unique extracurricular activities including but not limited to school dances, prom, recognition ceremonies, and graduation. In order to fund these extracurricular activities, students may be required to participate in fundraising activities. Students who choose not to participate in fundraising activities are not eligible to participate in extracurricular activities.

### **C. Waiver Policy.**

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

### **D. Distribution of Policy**

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

### **E. Voluntary Contributions to Defray Costs**

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

### **F. Fund-Raising Activities**

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

### **G. Student Fee Fund**

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

Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted on: 7/13/09

Revised on: 9/12/16, 7/09/18, 7/15/19, 7/12/21, 7/11/22

Reviewed on: 8/8/16, 07/10/17, 6/11/18

### **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 part-time 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 resides in the school district but 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).

**Application for Enrollment.** The parent or guardian of an exempt school student who is of appropriate age to attend school, ~~resides in~~ [is a resident of](#) the school district, has not graduated from high school, and has not received a graduate equivalency diploma must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district by [REDACTED] of the year of enrollment. For second semester high school courses, the application must be filed by [REDACTED]. 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 of an exempt school student must apply for enrollment each school year.

**Limitations Based on Resources.** The enrollment of exempt school students is subject to limitations established by the district 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.** Exempt school students 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.** Exempt school students 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 for such including earning a sufficient number of credit hours and semesters of attendance.

**Applicability of School Rules.** Exempt school students 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 teaching personnel. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course or course-related activity unless the course or course-activity requires their presence or 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 public school district if they participate in extracurricular sports and activities offered by the private, denominational or parochial school. Exempt school students may participate in extracurricular sports and activities if they are enrolled in at least 20 credit hours per semester, with at least 10-5 credit hours per semester of enrollment in the public school district. ~~Exempt school students who are not enrolled in at least 10-credit hours may not participate in extracurricular sports and activities.~~—All part-time students 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 all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity.

~~Exempt school students who transfer into the district will be considered a transfer student and shall be ineligible for varsity competition for ninety school days unless the home school is located in the same school district as the high school to which the student is transferring.~~

~~The school district will determine whether credits awarded to exempt transfer students will be accepted for the purpose of eligibility for extracurricular sports and activities pursuant to the board's policy on Grade Placement and Academic Credits of Transfer Students.~~

**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. by virtue of their status as part-time students. 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: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **Student Discipline**

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

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

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

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

### **Pre-Kindergarten through Second Grade Students**

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

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

### **Makeup Work for Suspended Students**

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

### **Short-Term Suspension**

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

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

The following process applies to short-term suspension:

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

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

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

### **Emergency Exclusion**

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

### **Weapons and/or Firearms**

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

### **Long-Term Suspension**

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

### **Expulsion**

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

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

2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
  - 4.5. **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;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in

section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;

10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
  - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
  - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
  - c. Violating school bus rules as set by the school district or district staff;
  - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
  - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
  - f. Possession of pornography;
  - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
  - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newbies; 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 ~~computer~~ acceptable computer use policy ~~are subject to discipline, up to and including expulsion;~~
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- 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 a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. [The decision as to recommend discipline shall be made within two school days after learning of the alleged student misconduct.](#) On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
  - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
  - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
  - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment ~~for disciplinary purposes~~ 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 on the specified charges;](#)
  - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
  - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail [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 no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent~~, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall ~~appoint~~ recommend appointment of a hearing officer examiner within two school days after receipt of the hearing request who shall follow the "hearing procedures" outlined below. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The superintendent may also provide an additional list of hearing examiners that may include hearing examiners employed by or under contract with the school district. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended, or provided as an alternative hearing examiner, or included on an additional list, if any, pursuant to this subdivision and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to

the principal, the student, and the student's parent or guardian, except with the consent of all the parties.

5.8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.

6.9. 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 officer examiner who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The 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.

7.10. 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). ~~The school district will provide parents with copies of the relevant statutes upon request.~~

### **Makeup Work for Suspended Students**

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

### **Reporting Requirement to Law Enforcement**

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

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

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **50049034**

### **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 insuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

#### **1. Definitions**

- a. Option Student Defined.** Option student shall mean a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. Resident School District Defined.** Resident school district shall mean the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. Option School District Defined.** Option school district shall mean the school district that a student chooses to attend other than his or her resident school district.

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

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

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

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

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

**a.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, ~~and availability of appropriate special education programs~~. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.

**b.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.

**c.d. Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

- i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- ii. Would require the procurement of new equipment, technology, or furnishings;
- iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;

- v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

~~d. The school district shall accept an option student with a disability only to the extent that the school district's then current staff and facilities are sufficient to accommodate the student's needs without significantly increasing the operating costs of the school district, such as by requiring the hiring of new staff.~~

e. **Prohibited Standards.** The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.

f. **Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:

- i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;

- ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.

g. **Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.

5. **False or Misleading Option Applications.** If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.

6. **Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district,

and shall award a diploma to an option student if the student meets the graduation requirements of the school district.

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

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

**a.** The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.

**b.** On or before April 1<sup>st</sup>, the school district shall notify the parent or legal guardian of any student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

**9. Late Applications and Requests for Release**

**a.** The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15<sup>th</sup> 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;
- ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

- b. The board of education will deny all applications to option into the district that are received by the district after March 15 of the school year prior to the student's requested enrollment.
- c. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15<sup>th</sup> no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

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

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

#### **11. Cancellation of Option.**

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

- a. Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.

- b.** Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

**12. Authority of Superintendent.**

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

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**9034 Student Cell Phone and Other Electronic Devices**  
**(USE AT SCHOOL OPTION)**

Students may use cellular phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, e-mailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including or any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_