

MINUTES  
BOARD OF EDUCATION

June 10, 2019

7:30 PM

President Dave Zimmerman called the meeting to order at 7:30 PM with the following members in attendance:

- I. Call Meeting to Order
  - A. Roll Call
  - B. Notice of Nebraska Open Meetings Act Posted
- II. Approval of Minutes from the May 13, 2019, Regular Board Meeting
- III. Communications, Audiences, and Recognitions
  - A. Public comments will not be received after this period of time. Public comment period is limited to 5 minutes per person and a total of 30 minutes overall.
- IV. Financial Statement: Item for Discussion, Consideration, and/or Action
  - A. Approval of Bills
    - 1. General Fund, Special Building Fund, Depreciation Fund, and Qualified Capital Purpose Undertaking Fund Claims
    - 2. Lunch & Activity Claims
- V. Support Service
  - A. Facility Update
  - B. Personnel Items
  - C. Technology Update
- VI. Administrative and Committee Reports
  - A. Student Board Member Report

B. Elementary Principal's Report

C. Secondary Principal's Report

D. Superintendent's Report

VII. Items for Discussion, Consideration, and/or Action

A. Set Breakfast, Lunch, & Milk Prices for the 2019-2020 School Year

B. Approval of Milk Bids for the 2019-2020 School Year

C. Approval of Policy 5045: Student Fees

D. Approval of Policy 5018 & 5057: Parent and Guardian Involvement In Education Practices & District Title I Parent and Family Engagement Policy

E. 2019 Annual Board Policy Updates

F. Policy Review - Policy 5001: Compulsory Attendance and Excessive Absenteeism

G. Policy Review - Policy 5054: Student Bullying

H. Approval of the Softball and the Golf Coop with Diller-Odell Public Schools

I. Declare the Old High School Doors as Surplus for Immediate Sale or Disposal

J. Option Enrollment Applications

VIII. Adjournment

BY

President of the Board of Education

Of this School District

ATTEST

Secretary of the Board of Education

of this School District

**Notice of Regular Board Meeting**  
**June 10, 2019, at 7:30 p.m.**  
**Southern School District #1**

Notice is hereby given of a meeting of the Board of Education, Southern School District #1 on June 10, 2019, at 7:30 p.m. at Southern Jr./Sr. High School Board Room in Wymore. A current agenda is also available at the office of the Superintendent.

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I hereby certify that the above notice was posted in three public places as follows:

Southern Elementary School  
Southern Jr./Sr. High School  
U.S. Post Office in Wymore

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  - A. Student Board Member Report
  - B. Elementary Principal's Report
  - C. Secondary Principal's Report
  - D. Superintendent's Report
- VII. Items for Discussion, Consideration, and/or Action
  - A. Set Breakfast, Lunch, & Milk Prices for the 2019-2020 School Year
  - B. Approval of Milk Bids for the 2019-2020 School Year
  - C. Approval of Policy 5045: Student Fees
  - D. Approval of Policy 5018 & 5057: Parent and Guardian Involvement In Education Practices & District Title I Parent and Family Engagement Policy
  - E. 2019 Annual Board Policy Updates
  - F. Policy Review – Policy 5001: Compulsory Attendance and Excessive Absenteeism
  - G. Policy Review – Policy 5054: Student Bullying
  - H. Approval of the Softball and the Golf Coop with Diller-Odell Public Schools
  - I. Declare the Old High School Doors as Surplus for Immediate Sale of Disposal
  - J. Option Enrollment Applications
- VIII. Adjournment

The next Regular Board meeting is scheduled for 7:30 p.m., July 8, 2019, at Southern Jr./Sr. High School Board Room in Wymore. The Board of Education will usually adhere to the sequence of the published agenda, but reserves the right to adjust the order of items if necessary and may elect to amend the agenda as deemed necessary.

# NEBRASKA OPEN MEETINGS ACT

## § 84-1407. ACT, HOW CITED

Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

## § 84-1408. DECLARATION OF INTENT; MEETINGS OPEN TO PUBLIC

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

## § 84-1409. TERMS, DEFINED

For purposes of the Open Meetings Act, unless the context otherwise requires:

(1) (a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and (b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

## § 84-1410. CLOSED SESSION; WHEN; PURPOSE; REASONS LISTED; PROCEDURE; RIGHT TO CHALLENGE; PROHIBITED ACTS; CHANCE MEETINGS, CONVENTIONS, OR WORKSHOPS

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as: (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) Discussion regarding deployment of security personnel or devices; (c) Investigative proceedings regarding allegations of criminal misconduct; (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

## § 84-1411. MEETINGS OF PUBLIC BODY; NOTICE; CONTENTS; WHEN AVAILABLE; RIGHT TO MODIFY; DUTIES CONCERNING NOTICE; VIDEOCONFERENCING OR TELEPHONE CONFERENCING AUTHORIZED; EMERGENCY MEETING WITHOUT NOTICE; APPEARANCE BEFORE PUBLIC BODY

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if: (a) Reasonable advance publicized notice is given; (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used; (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference; (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference; and (e) No more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by means of videoconferencing or telephone conference.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if: (a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county; (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which an educational service unit board member, a council member, a member of a community college board of governors, a member of the governing body of a public power

district, a member of the governing body of a public power and irrigation district, a member of the Nebraska Brand Committee, or a member of the entity's or pool's governing body will be present; (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience; (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used; (e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call; (f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice; (g) The telephone conference call lasts no more than two hours; and (h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that a governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

## § 84-1412. MEETINGS OF PUBLIC BODY; RIGHTS OF PUBLIC; PUBLIC BODY; POWERS AND DUTIES

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if: (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction; (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience; (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an instate location to members, the public, or the press, if requested twenty-four hours in advance; (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state; (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; (f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and (g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

## § 84-1413. MEETINGS; MINUTES; ROLL CALL VOTE; SECRET BALLOT; WHEN

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

## § 84-1414. UNLAWFUL ACTION BY PUBLIC BODY; DECLARED VOID OR VOIDABLE BY DISTRICT COURT; WHEN; DUTY TO ENFORCE OPEN MEETING LAWS; CITIZEN'S SUIT; PROCEDURE; VIOLATIONS; PENALTIES

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

UPDATED EFFECTIVE MAY 2017



www.NASBonline.org

MINUTES  
BOARD OF EDUCATION  
May 13, 2019  
7:30 PM

I. Call Meeting to Order

President Dave Zimmerman called the meeting to order at 7:30 p.m. and the following members were present: Angela Meyer, Carol Pralle, Dave Zimmerman, Harlan Rickers, and Jim Zvolanek. The following administrators were presents: Jerry Rempe, Jeff Murphy, & Christopher Proski.

Reasonable advance publicized notice of the meeting was given according to law by publishing, a designated method for giving notice of the school district. Reasonable advance notice was simultaneously given to board members and a copy of their acknowledgement of receipt of notice and the agenda attached. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

I.A. Roll Call

Motion to excuse Emily Shockley because of an illness. This motion, made by Harlan Rickers and seconded by Carol Pralle, passed.

Emily Shockley: Absent, Angela Meyer: yes, Carol Pralle: yes, Harlan Rickers: yes, David Zimmerman: yes, Jim Zvolanek: yes  
yes: 5, no: 0, Absent: 1

I.B. Notice of Nebraska Open Meetings Act Posted

President Dave Zimmerman announced that a complete copy of the Nebraska Open Meetings Act is posted in the back of the board of education meeting room.

II. Approval of Minutes from the April 8, 2019, Regular Board Meeting

Motion to approve minutes from the April 8, 2019, Regular Board Meeting. This motion, made by Harlan Rickers and seconded by Carol Pralle, passed.

yes: 5, no: 0, Absent: 1

III. Communications, Audiences, and Recognitions

III.A. Public comments will not be received after this period of time. Public comment period is limited to 5 minutes per person and a total of 30 minutes overall.

IV. Financial Statement: Item for Discussion, Consideration, and/or Action

C.D. Bids for the month were as follows:

Security First Bank, Blue Springs Special Funds: 1.75%

Wymore State Bank, Special Funds: 1.67%

Dr. Proski noted that the district is through eight months of the fiscal year and it has spent 60%

of the budget. The district is roughly 6.6% below the anticipated spending projection of 66.6%

#### IV.A. Approval of Bills

##### IV.A.1. General Fund, Special Building Fund, Depreciation Fund, and Qualified Capital Purpose Undertaking Fund Claims

Motion to approve the general fund, special building fund, depreciation fund, and qualified capitol purpose undertaking fund claims. This motion, made by Harlan Rickers and seconded by Jim Zvolanek, passed.

yes: 5, no: 0, Absent: 1

##### IV.A.2. Lunch & Activity Claims

#### V. Support Service

##### V.A. Facility Update

John Linder provided the school board with a written report over proposed summer maintenance projects, preparing for graduation, summer mowing, meeting with the architect and Dr. Prososki to work on the new concession stands, the new bathrooms, and the new press box plans for the football field, replacing carpet, and contracting out the following projects over the summer months: roof project at both the Elementary School and the Jr./Sr. High School, new windows at the Jr./Sr. High School, new inside doors at the Jr./Sr. High School, and updating the gym floor at the Jr./Sr. High School.

Dr. Prososki presented the school board with a long-range bus and vehicle acquisition plan for the next seven years. This long-range plan will allow Dr. Prososki an ample amount of time to explore possible grant funding in the area. He noted that he is currently writing a \$42,000 grant through the Volkswagen Environmental Mitigation Trust Fund. Dr. Prososki noted that one of his main reasons for creating a long-range bus and vehicle acquisition plan is to not put future boards and future superintendents in a tough financial spot. When Dr. Prososki first started, he was in a \$500,000 hole because of the loss of state aid, the loss in property tax revenue, the increases to salaries, and having to pay off \$200,000 worth of bus leases. Next year the district will look at trading in a bus and selling an old work truck. The district will look at purchasing a new activity bus with the grant money proceeds and moving the current activity bus to a daily route bus. The district will use the hail storm proceeds to purchase a new work truck next year as well.

##### V.B. Personnel Items

The following paraprofessionals were just hired for the 2019-2020 school year: Angela Spencer (4-Year-Old Preschool Para), Lavone Rabstějnek (K-6 Para), and Lori Moniz-Trisler (K-6 Para). Dr. Prososki noted that he was waiting on one background check to be completed for another K-6 para for next school year. Next school year, the district will have 12 paraprofessionals. A full-time maintenance staff member recently retired and the district is looking at moving from 5.68 FTE maintenance staff members to 5.00 FTE maintenance staff members next school year. This is also the same amount of maintenance staff that Tri County Public Schools has and Southern will have more maintenance staff than both Diller-Odell and Freeman.

##### V.B.1. Hiring Recommendation

V.B.1.1. Chaysen Bednar - 1.0 FTE - Sixth Grade Teacher for the 2019-2020 School Year  
Motion to approve Chaysen Bednar as the 1.0 FTE sixth grade teacher for the 2019-2020 school year. This motion, made by Harlan Rickers and seconded by Carol Pralle, passed.

yes: 5, no: 0, Absent: 1

In addition to his teaching duties, he will also serve as the assistant high school girls basketball coach in the fall.

#### V.C. Technology Update

Dr. Prosocki went over a recent objective printer walkthrough that was completed by Capital Business Systems regarding the needed printers in our district. Capital Business Systems also gave Southern a quote for when the district lease is up with Eakes Office Solutions next summer. Dr. Prosocki noted he will look at getting quotes from both companies next spring. Dr. Prosocki recently completed E-Rate funding for next school year with ESU 5 and Southern will receive around \$21,000 in E- Rate funding.

#### VI. Administrative and Committee Reports

##### VI.A. Student Board Member Report

There was not student board member report.

##### VI.B. Elementary Principal's Report

The elementary principal reported on the following items: current enrollment figures (K - 26, 1st - 23, 2nd - 23, 3rd - 21, 4th - 34, 5th - 29, & 6th - 27), the completion of required state and federal assessments, fun and field day, Kindergarten Roundup, and summer school for all students going into grades 1st through 6th. He also talked about the Diller-Odell co-op and new requirements for activity sponsors next school year.

##### VI.C. Secondary Principal's Report

The secondary principal reported on the following items: the last day of school for Jr./Sr. High School students, having two students graduate from the alternative school, the upcoming Jr./Sr. High School elections, the seniors receiving over \$300,000 in scholarships, current enrollment figures (7th - 27, 8th - 33, 9th - 25, 10th - 27, 11th - 37, 12th - 27).

##### VI.D. Superintendent's Report

Dr. Prosocki went over his plan to have an active shooter training with just staff members next school year, he went over the minutes from the annual preschool advisory meeting, and he went over how he is going to require background checks for all new employees, coaches, and volunteers through One Source. Next, Dr. Prosocki went over the official cost of the new Employee Assistance Program for next school year (\$1,880), he went over the DIBELS data (The Elementary School had 59% of K-6 students at grade level in reading in the fall and had 70% of K-6 students at grade level in reading in the spring), and having the drug dog out to conduct a sniff on both the student lockers and the student vehicles at the Jr./Sr. High School. Dr. Prosocki went over the plan to have the ESU 5 mental health counselor at not just the Jr./Sr. High School next year, but also at the Elementary School as well. Dr. Prosocki thanked everyone on the school improvement team for making the recent external accreditation visit a success, and he went over his plan to align the kindergarten schedule with the rest of the district calendar (Kindergarten students will not get out a week early next year). Next, he gave the school board an update of LB 289 and how he talked to State Senator Myron Dorn over the phone on April 13

regarding the shortfall of this bill when it came to school funding. Dr. Prosocki suggested the new revenue sources should go directly into the Property Tax Credit Fund and the state legislature should have the experts in the field provide feedback about how to make changes to school funding in Nebraska. Dr. Prosocki then went over the 2-10 grade MAP results (The administration of a norm-referenced assessment is required by the federal government), and he talked about the tremendous amount of growth that occurred this spring on the math MAP assessments because of the implementation of a new K-8 math program this year and the staffs hard work in implementing the program with fidelity. Dr. Prosocki went over the presentations for next year: Bobby Truhe of KSB School Law (Grades 3-12), Jeff Quinn a magician (Grades PK-6), and BMX presentation at Beatrice High School (Grades 9-12). Dr. Prosocki gave the school board an update on the reVISION grant and how he is working with area manufacturing businesses about the possibility of them sending a certified welder to Southern to teach welding on site. Dr. Prosocki has also been talking to manufacturing businesses about the possibility of them donating scrap metal for the students to use to make a new welding program fiscally possible and sustainable in the years ahead. Lastly, Dr. Prosocki went over preliminary budget figures for next year, he went over how the new K-6 standards-based report cards will now allow teachers to use data to inform instruction in a very simplistic manner, and he went over a draft of the state's biennial budget.

## VII. Items for Discussion, Consideration, and/or Action

### VII.A. Set Activity Prices for the 2019-2020 School Year

Motion to keep activity prices the same as last year. This motion, made by Carol Pralle and seconded by Jim Zvolanek, passed.

yes: 5, no: 0, Absent: 1

The admission prices for the 2019-2020 school year will be \$5 for adults, \$4 for students. The passes prices for the 2019-2020 school year will be \$50 for adults, \$30 for students, and \$90 for families.

### VII.B. Authorize a line of Credit with Security First Bank

Motion to authorize a line of credit with Security First Bank. This motion, made by Angela Meyer and seconded by Harlan Rickers, passed.

yes: 5, no: 0, Absent: 1

### VII.C. Set the Annual Student Fees Policy Hearing for June 10, 2019, at 7:10 p.m. in the Board Room in Wymore, Nebraska

Motion to set the annual student fees policy hearing for June 10, 2019, at 7:10 p.m. in the board room in Wymore, Nebraska. This motion, made by Harlan Rickers and seconded by Angela Meyer, passed.

yes: 5, no: 0, Absent: 1

Based on Nebraska statute, the school board must hold a public hearing on this policy annually to seek input from local stakeholders.

VII.D. Set the Annual Parental Involvement Policy Review Hearing and Set the Annual Title I Parental Involvement Policy Review Hearing for June 10, 2019, at 7:20 p.m. in the Board Room in Wymore, Nebraska

Motion to set the annual parental involvement policy review hearing and set the annual title I parental involvement policy review hearing for June 10, 2019, at 7:20 p.m. in the board room in Wymore, Nebraska. This motion, made by Jim Zvolanek and seconded by Harlan Rickers, passed.

yes: 5, no: 0, Absent: 1

Based on Nebraska statute, the school board must hold a public hearing on these polices annually to seek input from local stakeholders.

#### VII.E. Notice of Settlement of Claim

Sammie Jo Anderson, Sara Anderson, and Jerry Anderson brought a claim for injury that occurred while Sammie Jo Anderson was on School property on February 11, 2015 and a settlement was reached. Release of liability has been executed in exchange for a lump sum settlement of \$405,000 (including payments to lien holders) which will be paid by ALICAP, Southern School District No. 1's risk liability pool.

Dr. Prosocki noted that under Nebraska statute, any settlement over \$50,000 has to be reported publicly. Dr. Prosocki also noted that since Southern currently has nudge protection through ALICAP and Southern also pools their insurance money with schools across the state of Nebraska through ALICAP, Southern's insurance rates will go up very little next year (Between 1 to 5 percent).

VII.F. Declare the Old High School Football Jerseys as Surplus for Immediate Sale or Disposal  
Motion to declare the old high school football jerseys as surplus for immediate sale or disposal. This motion, made by Angela Meyer and seconded by Carol Pralle, passed.

yes: 5, no: 0, Absent: 1

#### VII.G. Option Enrollment Applications

#### VIII. Adjournment

Motion to adjourn the meeting at 8:45 p.m. This motion, made by Harlan Rickers and seconded by Jim Zvolanek, passed.

yes: 5, no: 0, Absent: 1

The next Regular Board meeting is scheduled for 7:30 p.m., June 10, 2019, at Southern Jr./Sr. High School Board Room in Wymore. The Board of Education will usually adhere to the sequence of the published agenda, but reserves the right to adjust the order of items if necessary and may elect to amend the agenda as deemed necessary.

BY

President of the Board of Education  
Of this School District

ATTEST

Secretary of the Board of Education  
of this School District

## **PUBLIC PARTICIPATION**

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:  
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please stand and state your name.
- **Time Limit:** The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to any questions you ask or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.

STUDENT SECTION  
**BRICK  
YARD**

SOUTHERN  
**RAIDER  
FANS**

SOUTHERN  
**RAIDER  
FANS**

**WE ARE**

**SOUTHERN**

Boys Basketball Conference Champs Regular Season	1969 1981 1983 2008	Football Conference Champs	1969 1971 1973 1975 1977	Wrestling Conference Champs	1969 1974 1981	Girls Basketball Conference Regular Season	1983 2004 2007
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Wrestling State Champs Class C	1980 1981	Wrestling State Champs Class C	1974 1975 1981	Wrestling State Runners Up	1971 1975 1981
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Boys Basketball Conference Champs Tourney	1980 1981	Volleyball Conference Champs Regular Season	1979 2004	Boys Track Conference Champs	2003	Girls Basketball Conference Tourney	1977 1984
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Wrestling District Champ	1971 1980 1973 1981 1974 1975 1979
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HOME OF THE  
**RAIDERS**

Mainstreet  
MARTIN

the Margaret and Martha  
Thomas Foundation



*the Margaret and Martha  
Thomas Foundation*



RE

SOUTHERN  
RAIDER FANS

RAIDER FANS

Wrestling State Champs Class C  
1980  
1981

Wrestling State Champs Class C  
1974  
1975

Wrestling State Runnersup Class C  
1971  
1975  
1981

Boys Basketball Conference Champs  
1980  
1981

Volleyball Conference Champs Regular Season  
1979  
2004

Boys Track Conference Champs  
1993

Girls Basketball Conference Champs  
1977  
1994

Boys Basketball Conference Champs  
1969  
1971  
1972  
1973

Football Conference Champs  
1969  
1971  
1972  
1973

Wrestling Conference Champs  
1969  
1974  
1975  
1979  
1980

Girls Basketball Conference Champs  
1993  
2005  
1994  
1995  
1997

Volleyball District Champs  
1989  
2003

Girls Track District Champs  
1985  
1986  
1987  
1988  
1989

Boys Golf District Champs  
2005

Wrestling District Champs  
1971  
1981  
1974  
1975  
1979

Boys Track District Champs  
1971  
1993

Football District Champs  
2012

Softball District Champs  
2013

HOME OF THE  
RAIDERS



WE ARE

SOUTHERN

RAIDER FANS

Wrestling State Champs Class C 1980 1 Medal	Wrestling State Champs Class C 1974 7 Medals	Wrestling State Championships Class C 1971 1975 1981	Boys Basketball Conference Champs 1980 1981	Volleyball Conference Champs Regular Season 1979 2004	Boys Track Conference Champs 1973	Girls Basketball Conference Champs 1977 1984	Wrestling Conference Champs 69 1974 1981 70 1975 71 1979 72 1980 73	Football Conference Champs 1969 1977	Boys Basketball Conference Champs Regular Season 1981 1982 1983 1984 1985 1986 1987	Girls Basketball Conference Champs Regular Season 1991 2005 1992 2007 1993 1995 1994 1997	Wrestling District Champs 1971 1980 1973 1981 1974 1975 1979
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HOME OF THE RAIDERS

Raiders

Raiders





ZIP 36G

Line 1    Park 01

Line 2    Park 02

Page      Record

Intercom    Directory

Menu      DMD      Pickup

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Mon Jun 03

Chris Prosofski 1409

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Speaker icon

OK

Navigation arrows

Call Log

End Call

1	2 ABC	3 DEF	# SEND
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7 PQRS	8 TUV	9 WXYZ	

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Speaker icon

Speaker



HANDSET RINGER SPEAKER

LINE 1 LINE 2 LINE 3 LINE 4

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ACCESSIBLE ENTRANCE →

VAN ACCESSIBLE

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7855





  
VAN  
ACCESSIBLE

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**2015**  
**STUDENT MEMBER OF SCHOOL BOARD**

In order to provide the School Board with a greater insight into student activities, programs, and needs; and to encourage student involvement in school district governance activities the board may allow one nonvoting student member(s) on the Board of Education. The role of student member is advisory. The board shall decide whether to have a student member at its regular May board meeting or at such other meeting determined by the board.

**Selection and Term of Student Member**

The student member shall be the student body or student council president, the senior class representative, or a representative elected from and by the entire student body, as designated by the voting members of the School Board.

The term of office will be one school year, beginning on September 1 and ending on June 1.

Student members will not participate in executive or closed sessions.

**Guidelines**

Student members may not introduce motions.

Student members are expected to attend all public meetings of the Board and can be appointed to committees of the Board at the discretion of the president.

The president of the board, in consultation with the Superintendent of Schools, has the right to bar the participation of a student member at the board's discretion. The decision of the board president is final and is not subject to review.

Adopted on: 7-9-2018

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

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

## **2002 Organization of the Board**

### **1. Membership, Term and Election**

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

### **2. Internal Organization and Officers**

#### **a. President**

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

#### **b. Vice President**

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

#### **c. Secretary**

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

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

d. Treasurer

- i. A treasurer from the board will be designated on a year-to-year basis.
- ii. The treasurer will sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.
- v. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.

3. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
  - i. If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.
  - ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve

as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

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

#### 4. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each school year, the board shall appoint three members to form a Committee on Americanism. The committee's duties shall be those prescribed by Nebraska statutes.

#### 5. Vacancies

- a. A vacancy on the board of education shall exist when any one of the following occurs:
  - i. A member submits his or her formal resignation from the board.
  - ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.
  - iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.
  - iv. Such other reasons as are set forth in Nebraska statutes.
- b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.

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

Adopted on: 7-9-2018

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

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

# Southern Board of Education Board Member Selection Criteria Rating Scale

Please rate the applicants to fill the board member vacancy based on the following criteria.

For the purposes of rating: '1' is good, '3' is better, '5' is best.

1. Demonstrates a willingness to put forth the effort to care and to make a difference for Southern Public Schools

1.....2.....3.....4.....5

2. Believes public education is important

1.....2.....3.....4.....5

3. Supports the democratic process

1.....2.....3.....4.....5

4. Willing to devote time and energy necessary to board work

1.....2.....3.....4.....5

5. Respects educators and has the ability to examine the facts and to make a decision

1.....2.....3.....4.....5

6. Resident of the school district

1.....2.....3.....4.....5

7. Eligible elector of the district

1.....2.....3.....4.....5

8. Free from financial conflicts of interest with the position

1.....2.....3.....4.....5

Total Points \_\_\_\_\_ (40 Possible)

## **Notice to County Clerk of School Board Vacancy**

A vacancy on the Southern Board of Education was created on May 15, 2019. The office vacated was that of a school board member. The term of this position will expire on the first Thursday after the first Tuesday in January, 2021.

### RECEIPT

The undersigned acknowledges receipt of the above Notice of School Board Vacancy this \_\_\_\_ day of June, 2019.

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County Clerk

The Southern Board of Education is seeking applications to fill a vacancy to serve on the board of education. This is for the position of school board member Harlan Rickers who passed away on May 15, 2019. This term is due to expire in January of 2021. The board will accept applications through June 27 at 1:00 p.m. Interested parties may pick up applications for this position at the Superintendent's Office. You may also inquire about the position by calling or emailing Dr. Christopher Prosocki, Superintendent, at 402-645-3326 or at [cprosocki@southernschools.org](mailto:cprosocki@southernschools.org).

**Nebraska Department of Revenue, Property Assessment Division  
2018 to 2019 Real Property Value Percentage Change by County**

County	Residential & Recreational % change	Residential & Recreational % change excl. growth	Commercial & Industrial % change	Commercial & Industrial % change excl. growth	Total Agricultural Land % change	Total Real Property % change	Total Real Property % change excl. growth
1 Adams	8.34%	6.87%	1.03%	-0.10%	-3.88%	1.70%	0.98%
2 Antelope	3.44%	0.10%	18.05%	2.01%	0.08%	1.52%	0.08%
3 Arthur	0.30%	-0.63%	0.00%	0.00%	0.00%	0.13%	-0.02%
4 Banner	14.14%	9.71%	0.00%	0.00%	-1.56%	-0.53%	-1.07%
5 Blaine	0.00%	0.00%	0.00%	0.00%	-0.71%	-0.58%	-0.61%
6 Boone	6.30%	5.30%	0.62%	-0.24%	0.04%	0.77%	0.45%
7 Box Butte	2.36%	2.23%	18.91%	17.76%	-5.47%	0.20%	-0.02%
8 Boyd	1.39%	-0.53%	2.35%	-3.92%	-0.13%	0.15%	-0.14%
9 Brown	13.51%	12.91%	11.30%	0.00%	-0.48%	1.72%	0.94%
10 Buffalo	6.51%	5.19%	8.17%	5.31%	-5.15%	2.81%	1.60%
11 Burt	8.63%	7.38%	0.91%	-0.13%	-9.41%	-6.33%	-6.59%
12 Butler	6.96%	4.68%	10.91%	1.74%	-4.72%	-2.31%	-3.10%
13 Cass	4.12%	1.92%	9.40%	5.96%	-0.04%	2.73%	1.26%
14 Cedar	6.99%	4.98%	3.50%	0.92%	-6.17%	-3.63%	-4.00%
15 Chase	2.56%	1.43%	1.31%	0.02%	-9.05%	-6.17%	-6.46%
16 Cherry	8.37%	7.00%	5.10%	4.51%	-0.01%	1.20%	0.97%
17 Cheyenne	-9.02%	-9.21%	-6.94%	-7.22%	-7.27%	-7.24%	-7.36%
18 Clay	2.93%	1.34%	-2.16%	-3.17%	-3.78%	-2.65%	-2.98%
19 Colfax	5.12%	3.81%	2.93%	-1.26%	-0.25%	1.37%	0.73%
20 Cuming	10.75%	9.57%	2.26%	0.53%	-3.77%	-1.67%	-2.04%
21 Custer	3.06%	2.12%	2.28%	-1.19%	-5.62%	-3.55%	-3.98%
22 Dakota	1.48%	-0.72%	9.30%	4.95%	-7.57%	-0.20%	-2.02%
23 Dawes	5.48%	4.60%	12.44%	10.66%	-0.05%	2.62%	1.94%
24 Dawson	4.57%	3.89%	13.16%	11.89%	2.04%	3.94%	3.50%
25 Deuel	6.62%	6.25%	2.88%	2.86%	-11.01%	-6.69%	-7.06%
26 Dixon	6.52%	5.47%	93.19%	4.95%	-3.51%	1.56%	-1.81%
27 Dodge	5.77%	4.72%	4.31%	1.34%	-0.21%	2.91%	1.99%
28 Douglas	7.74%	6.13%	10.20%	9.05%	-0.84%	8.38%	6.92%
29 Dundy	5.91%	5.48%	-1.71%	-1.71%	-3.01%	-2.11%	-2.14%
30 Fillmore	14.79%	13.27%	3.71%	1.62%	-7.10%	-4.53%	-4.86%
31 Franklin	2.99%	2.48%	7.62%	6.27%	0.05%	0.89%	0.55%
32 Frontier	4.69%	4.41%	1.51%	0.28%	-4.65%	-2.40%	-2.51%
33 Furnas	4.92%	3.99%	4.14%	1.90%	-6.13%	-4.02%	-4.24%
34 Gage	7.19%	5.58%	4.63%	1.35%	-7.61%	-1.83%	-2.74%
35 Garden	8.86%	7.16%	1.40%	1.13%	-0.03%	1.13%	0.91%
36 Garfield	6.87%	5.01%	81.93%	43.79%	-5.27%	-0.34%	-1.83%
37 Gosper	11.71%	11.26%	11.23%	-0.90%	-3.67%	0.43%	-0.12%
38 Grant	4.18%	3.91%	6.42%	0.07%	0.00%	0.27%	0.15%
39 Greeley	3.22%	0.53%	2.55%	0.12%	0.16%	0.55%	0.15%
40 Hall	4.33%	2.89%	3.11%	1.63%	-8.67%	0.56%	-0.76%
41 Hamilton	2.66%	1.81%	1.11%	-0.50%	-5.34%	-3.13%	-3.42%
42 Harlan	2.54%	1.31%	26.45%	8.99%	-2.04%	-0.41%	-1.21%
43 Hayes	5.80%	1.08%	0.00%	0.00%	-7.24%	-6.36%	-6.46%
44 Hitchcock	6.73%	6.02%	-0.02%	-0.03%	-5.89%	-1.65%	-2.21%
45 Holt	-0.77%	-1.56%	-0.29%	-0.86%	-3.57%	-2.50%	-3.15%
46 Hooker	0.95%	-2.43%	0.00%	0.00%	0.16%	0.38%	-0.06%
47 Howard	7.41%	5.83%	-0.07%	-0.68%	-0.18%	0.85%	0.37%
48 Jefferson	5.47%	5.47%	1.51%	1.51%	-5.66%	-2.81%	-3.29%
49 Johnson	1.13%	-0.06%	2.57%	-0.29%	0.02%	0.44%	-0.02%
50 Kearney	2.47%	1.30%	2.06%	1.43%	-3.84%	-2.38%	-2.62%
51 Keith	12.03%	9.97%	-1.72%	-2.47%	-0.16%	5.66%	4.85%
52 Keya Paha	24.26%	22.23%	-0.92%	-0.92%	-0.11%	0.66%	0.25%
53 Kimball	2.68%	1.49%	0.12%	-0.45%	-0.02%	2.46%	1.65%

**Nebraska Department of Revenue, Property Assessment Division  
2018 to 2019 Real Property Value Percentage Change by County**

County	Residential & Recreational % change	Residential & Recreational % change excl. growth	Commercial & Industrial % change	Commercial & Industrial % change excl. growth	Total Agricultural Land % change	Total Real Property % change	Total Real Property % change excl. growth
54 Knox	8.49%	7.04%	1.04%	-0.03%	-0.03%	2.24%	1.79%
55 Lancaster	10.44%	8.50%	2.00%	-0.56%	-7.57%	7.24%	5.24%
56 Lincoln	2.50%	1.70%	0.47%	-1.63%	-1.55%	0.42%	-0.24%
57 Logan	1.00%	0.73%	-0.18%	-0.18%	0.11%	0.16%	0.12%
58 Loup	5.00%	1.35%	1.06%	0.12%	-10.08%	-7.92%	-8.36%
59 Madison	5.62%	4.42%	1.61%	0.05%	-7.97%	-0.59%	-1.37%
60 McPherson	0.45%	0.45%	0.00%	0.00%	0.08%	0.10%	0.09%
61 Merrick	6.95%	5.60%	55.40%	48.70%	-9.25%	-2.91%	-3.54%
62 Morrill	-7.24%	-8.77%	0.59%	-0.13%	-0.23%	0.49%	0.04%
63 Nance	5.36%	4.37%	-9.47%	-9.62%	-8.60%	-6.71%	-6.89%
64 Nemaha	1.81%	1.77%	19.55%	19.55%	0.23%	1.38%	1.32%
65 Nuckolls	3.34%	2.31%	-0.33%	-0.57%	-7.87%	-6.14%	-6.48%
66 Otoe	2.39%	1.35%	2.28%	1.29%	-3.00%	-0.77%	-1.23%
67 Pawnee	4.17%	3.78%	37.60%	23.54%	0.11%	1.57%	0.99%
68 Perkins	6.58%	5.28%	-2.79%	-4.89%	-9.44%	-6.74%	-7.07%
69 Phelps	7.01%	6.45%	18.75%	14.39%	-0.01%	2.73%	2.32%
70 Pierce	8.19%	6.41%	1.53%	-0.10%	-8.14%	-4.44%	-4.89%
71 Platte	6.96%	5.18%	3.98%	2.32%	-3.59%	1.29%	0.34%
72 Polk	4.41%	3.18%	-1.17%	-1.17%	-6.59%	-4.71%	-4.90%
73 Red Willow	5.20%	4.49%	0.89%	0.38%	-4.59%	0.18%	-0.28%
74 Richardson	2.90%	2.57%	0.25%	-0.28%	-2.07%	-1.12%	-1.28%
75 Rock	5.72%	4.96%	8.61%	6.50%	0.00%	0.39%	0.22%
76 Saline	4.71%	3.35%	4.15%	1.04%	-4.19%	-1.44%	-2.04%
77 Sarpy	8.01%	5.10%	14.09%	9.47%	-5.59%	9.02%	5.76%
78 Saunders	7.76%	4.11%	2.53%	1.56%	-0.68%	3.31%	1.67%
79 ScottsBluff	2.70%	2.27%	3.61%	2.14%	-0.02%	2.32%	1.68%
80 Seward	4.85%	3.23%	3.06%	1.57%	-3.12%	-0.10%	-0.82%
81 Sheridan	0.57%	0.27%	10.75%	10.35%	0.09%	0.35%	0.19%
82 Sherman	5.50%	4.55%	0.97%	-0.12%	-5.02%	-2.87%	-3.27%
83 Sioux	0.40%	0.00%	0.03%	-0.01%	0.00%	0.08%	0.00%
84 Stanton	1.72%	0.80%	0.72%	0.43%	-6.78%	-3.92%	-4.26%
85 Thayer	3.54%	2.12%	3.14%	0.88%	-5.36%	-4.02%	-4.28%
86 Thomas	4.65%	3.93%	36.68%	15.12%	0.10%	1.35%	0.89%
87 Thurston	3.06%	1.91%	1.44%	1.35%	0.01%	0.37%	0.20%
88 Valley	0.94%	-0.70%	1.38%	0.69%	-15.59%	-11.94%	-12.26%
89 Washington	8.59%	6.75%	3.46%	0.49%	0.00%	5.71%	4.22%
90 Wayne	3.04%	1.77%	36.37%	3.09%	-0.01%	2.38%	0.39%
91 Webster	19.94%	19.29%	28.83%	28.56%	-9.75%	-5.64%	-5.74%
92 Wheeler	2.87%	0.77%	3.54%	3.54%	-0.07%	0.31%	-0.04%
93 York	4.85%	3.93%	1.23%	-2.39%	-4.48%	-2.14%	-2.70%
<b>State Totals</b>	<b>7.31%</b>	<b>5.57%</b>	<b>7.33%</b>	<b>4.94%</b>	<b>-3.77%</b>	<b>2.60%</b>	<b>1.46%</b>

**State-Wide Five-Year Historical Percent Change in Real Property**

Year	Residential & Recreational % change	Residential & Recreational % change excl. growth	Commercial & Industrial % change	Commercial & Industrial % change excl. growth	Total Agricultural Land % change	Total Real Property % change	Total Real Property % change excl. growth
2018	5.40	3.66	6.94	4.70	-2.77	2.04	0.96
2017	6.50	4.88	5.82	3.39	-0.15	3.34	2.30
2016	4.85	3.12	3.74	1.28	6.29	5.32	4.20
2015	4.82	3.09	7.02	4.77	19.14	11.02	9.87
2014	3.06	1.48	2.58	0.53	29.12	12.45	11.26

### **32-570. School board; vacancy; how filled.**

(1) A vacancy in the membership of a school board shall occur as set forth in section 32-560 or in the case of absences, unless excused by a majority of the remaining members of the board, when a member is absent from the district for a continuous period of sixty days at one time or from more than two consecutive regular meetings of the board. The resignation of a member or any other reason for a vacancy shall be made a part of the minutes of the school board. The school board shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term (a) in writing to the election commissioner or county clerk and (b) by a notice published in a newspaper of general circulation in the school district.

(2) A person appointed to fill a vacancy on the school board of a Class I school district by the remaining members of the board shall hold office until the beginning of the next school year. A board member of a Class I school district elected to fill a vacancy at a regular or special school district meeting shall serve for the remainder of the unexpired term or until a successor is elected and qualified.

(3) Except as provided in subsection (4) of this section, a vacancy in the membership of a school board of a Class II, III, IV, V, or VI school district resulting from any cause other than the expiration of a term shall be filled by appointment of a qualified registered voter by the remaining members of the board for the remainder of the unexpired term. A registered voter appointed pursuant to this subsection shall meet the same requirements as the member whose office is vacant.

(4) Any vacancy in the membership of a school board of a school district described in section 79-549 which does not nominate candidates at a primary election and elect members at the following general election shall be filled by appointment of a qualified registered voter by the remaining members of the board for the remainder of the unexpired term.

(5) If any school board fails to fill a vacancy on the board, the vacancy may be filled by election at a special election or school district meeting called for that purpose. Such election or meeting shall be called in the same manner and subject to the same procedures as other special elections or school district meetings.

(6) If there are vacancies in the offices of one-half or more of the members of a school board, the Secretary of State shall conduct a special school district election to fill such vacancies.

**Source:** Laws 1994, LB 76, § 166; Laws 1999, LB 272, § 15; Laws 2010, LB965, § 1; Laws 2012, LB878, § 3; Laws 2013, LB125, § 3; Laws 2016, LB874, § 1.

**Operative Date: July 21, 2016**



## **5045 Student Fees**

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

### **A. Definitions.**

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

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

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

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

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

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

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

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

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

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

## **5. Extracurricular Activities.**

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

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

Student activity card (covers admission to all extracurricular events)	\$30.00
Student participation fee (required of all students who participate in athletics and/or other extracurricular activities)	\$0
Future Business Leaders of America	\$100.00
National Honor Society	\$100.00
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:	\$350.00
Football  Students must provide their own football shoes, undergarments, and mouthguards	\$0
Golf  Students must provide their own golf shoes, undergarments, and clubs	\$0

Softball	
Students must provide their own shoes, gloves, and undergarments	\$0
Track, Volleyball, and Wrestling	
Students must provide their own shoes and undergarments	\$0
Science Club	\$50.00
Art Club	\$50.00
Spanish Club	\$50.00

**6. Post-Secondary Education Costs.**

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

**7. Transportation Costs.**

The district 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 \$100.00.

**8. Copies of Student Files or Records.**

The district will charge a fee for making copies of a student’s files or records for the parents or guardians of such student. The Superintendent or

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

The district will charge a fee of \$0.15 per page for reproduction of student records.

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

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

The maximum dollar amount charged by the district for these services shall be \$0.

**10. Participation in Summer School or Night School.**

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

The maximum dollar amount charged by the district for summer and night school shall be \$0.

**11. Charges for Food Consumed by Students.**

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

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

- Breakfast Program – Grades PK-6
  - Regular Price \$2.05
  - Reduced Price \$0.30

- **Breakfast Program – Grades 7-12**
  - Regular Price \$2.05
  - Reduced Price \$0.30
  
- **Lunch Program – Grades PK-6**
  - Regular Price \$2.95
  - Reduced Price \$0.40
  
- **Lunch Program – Grades 7-12**
  - Regular Price \$3.05
  - Reduced Price \$0.40

## **12. Charges for Musical Extracurricular Activities.**

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

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

## **13. Contributions for Junior and Senior Class Extracurricular Activities.**

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$25.00.

### **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 fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

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

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students

for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted on: 1-14-2019

Revised on: 6-10-2019

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

## 5018

### Parent and Guardian Involvement In Education Practices

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

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
  - a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
  - b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
  - c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide NSCAS assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
  - a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

- b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
- 3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
  - a. Building principals may excuse a student from any single school experience at the parent's written request.
  - b. When appropriate, alternative experiences will be provided for the student by the school.
- 4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
- 5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
- 6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
  - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

- b. State Assessments

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

- c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of

students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

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

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
  - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
  - b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Adopted on: 12-10-2018

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

Reviewed on: 6-10-2019

## **5057**

### **District Title I Parent and Family Engagement Policy**

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

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

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

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination and integration with other Federal, State, and district programs, and evaluations of progress.
3. Opportunities for participation in parent involvement activities such as training to help parents work with their children to

improve achievement. A goal of these parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
7. Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

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

Adopted on: 1-14-2019

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

Reviewed on: 6-10-2019

## **2002 Organization of the Board**

### **1. Membership, Term and Election**

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

### **2. Internal Organization and Officers**

#### **a. President**

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

#### **b. Vice President**

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

#### **c. Secretary**

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

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

d. Treasurer

- i. A treasurer from the board will be designated on a year-to-year basis.
- ii. The treasurer will sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.
- v. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.

3. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
  - i. If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.
  - ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve

as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

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

#### 4. Committees

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

- vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
- vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
  - 1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
  - 2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
  - 3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event; and
- viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

## 5. Vacancies

- a. A vacancy on the board of education shall exist when any one of the following occurs:
  - i. A member submits his or her formal resignation from the board.
  - ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.

- iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.
  - iv. Such other reasons as are set forth in Nebraska statutes.
- b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.
  - c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: 7-9-2018

Revised on: 6-10-2019

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

## **2006 Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

- d) Complaints involving discrimination or harassment on the basis of race, color, national origin, gender, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the staff member involved.
    - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant to determine:
    - 1) All relevant details of the complaint;
    - 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in

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

4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint he or she may appeal the decision to the superintendent.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
  - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
  - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.
  
5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint he or she may appeal the decision to the board.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
  - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.

- d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
  - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

**No Retaliation.** The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the

educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: 7-9-2018

Revised on: 6-10-2019

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

**2014**  
**Relationship with District Legal Counsel**

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

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

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

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

Adopted on: 7-9-2018

Revised on: 6-10-2019

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

**2017**  
**Indemnification and Liability Insurance**

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

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

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

Adopted on: 6-10-2019

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

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

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

**I. Applicability of the Policy**

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$100,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

**A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.**

**B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.**

**C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by**

**law of all persons supplying labor and material in the execution of the work provided for in the contract.**

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

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

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

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

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

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

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

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

**B. Construction Projects with an estimated cost of between \$100,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.**

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$100,000 or more are subject to state

public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$100,000 and \$250,000.

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

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

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

business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

## **B. Advertising for Bids.**

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

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

## **C. Bid Documents**

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

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

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

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

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

6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the

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

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

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

**V. Other Contract Matters.**

**A. Required Terms**

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

**B. Contracting with Certain Vendors**

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

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

**C. Full and Open Competition**

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

**D. Debarment and Suspension**

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

procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

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

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

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

### **F. Record Keeping**

#### **1. Record Retention**

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

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
  - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
  - b) Retention of construction records shall be in accordance with applicable law and Board policy.

**VI. Conflict of Interest and Code of Conduct**

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

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

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

**C. Favors and Gifts**

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

**D. Enforcement**

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

Adopted on: 8-13-2018

Revised on: 6-10-2019

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

**3004.1**  
**Fiscal Management for Purchasing and Procurement Using Federal Funds**

**I. Applicability of Policy**

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

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

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

**II. Procurement System**

The District maintains the following purchasing procedures.

**A. Responsibility for Purchasing**

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

## **B. Methods of Purchasing**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **E. Debarment and Suspension**

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

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

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

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

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

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

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

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

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

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

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

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

### **D. Enforcement**

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

## **IV. Property Management Systems**

### **A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for

printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

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

11. Any ultimate disposition data including the date of disposal and sale price of the property.

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

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

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

#### **E. Maintenance**

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

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

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

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

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

#### **H. Disposal of Equipment**

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding

agency (or pass-through for a state-administered grant) for disposition instructions.

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

## **V. Other Contract Matters.**

### **A. Required Terms**

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

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

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

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

### **C. Record Keeping**

#### **1. Record Retention**

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

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

## **2. Maintenance of Procurement Records**

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

## **D. Privacy**

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the

requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: 8-13-2018

Revised on: 6-10-2019

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

**3016  
Smoking**

Smoking, including the use of cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is permitted by non-students on school property only in specifically designated areas.

Adopted on: 8-13-2018

Revised on: 6-10-2019

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

**3028**  
**Sex Offenders**

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

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

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

Adopted on: 9-10-2018

Revised on: 6-10-2019

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

## **3039**

### **Threat Assessment and Response**

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

#### **1. Obligation to Report threatening Statements or Behaviors.**

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

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

#### **2. Threat Assessment Team**

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

#### **3. Threat Assessment Investigation and Response**

All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to a member of the team. Upon receipt of an initial report of any threat, the team will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of

concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the team determines to be reasonable and useful.

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

#### **4. Communication with the Public about Reported Threats**

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

#### **5. Coordination with the Crisis Team After Resolution of Threat**

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

Adopted on: 9-10-2019

Revised on: 6-10-2019

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

## **3046 Animals at Schools**

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

### **I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES**

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

### **II. SERVICE ANIMALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[OPTION 1]**

**III. THERAPY ANIMALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[OPTION 2]**

**III. THERAPY ANIMALS**

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

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

Adopted on: 6-10-2019

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

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

## **3050 Technology in the Classroom**

### **I. In General**

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

### **II. Devices**

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

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

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.
2. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use.

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

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

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

### III. Applications

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

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

- C. Staff-Selected Applications.

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

Adopted on: 9-10-2018

Revised on: 6-10-2019

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

## **3051 Opioid Overdose Prevention and Response**

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

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

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

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

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

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

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

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

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

Adopted on: 6-10-2019

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

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

**3052**  
**Leasing Personal Property**

**I. Leases of Personal Property by the District**

**A. Applicability of this policy.**

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

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

**B. General Leasing Policy**

1. The school district's budget shall be the guide for all leases of personal property. Any leases of personal property must be approved by the board or superintendent.
2. The board intends to lease competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
3. The leasing of equipment and other goods shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the leasing program of the school district.
4. Leases of personal property or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.
5. No board member, employee, volunteer, parent-teacher organization, or other individual or entity may use a school district account, its tax identification number, or its tax exemption to make personal leases of any kind or for any reason.

### **C. Leasing Procedures**

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For lease of more than \$ \_\_\_\_\_, the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

### **D. Relations with Vendors**

1. The board wishes to maintain good working relations with vendors who lease equipment, goods, and other personal property to the school system. The school shall not extend favoritism to any vendors. Each lease shall be entered into on the basis of quality, price and delivery, with past experiences being a factor if all other considerations are equal.
2. No lease shall be made that violates any conflict of interest policy or law.
3. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the lease will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

## **II. Lease of District-Owned Personal Property to Others**

### **A. Personal Property Valued at No More Than \$ \_\_\_\_\_**

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

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

**B. Personal Property Valued in Excess of \$ \_\_\_\_\_**

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

Adopted on: 6-10-2019

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

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

## **3053 Nondiscrimination**

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

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

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

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

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

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

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

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

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

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

The Uniformed Services Employment and Reemployment Rights Act (USERRA) - provides job protections and reemployment rights to military reservists and National Guard members called to active duty

The Boy Scouts of America Equal Access Act which prohibits discrimination against groups that wish to access district facilities

The Nebraska Fair Employment Practice Act (FEPA) – prohibits employment discrimination on the basis of race, color, national origin, religion, sex (including pregnancy), disability, marital status, and retaliation

Nebraska Age Discrimination in Employment Act (Age Act) – prohibits employment discrimination on the basis of age for those individuals who are over 40 years of age

The Equal Pay Act of Nebraska – prohibits discriminatory wage practices based on sex

The Nebraska Equal Opportunity in Education Act – prohibits discrimination on the basis of sex (including pregnancy) by any educational institution

Veterans Preference Law (NEB. REV. STAT §§ 48-225 to 48-231) - stipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district’s complaint procedures.

Inquiries regarding compliance with any of the laws referred to in this policy may be directed to the superintendent or to the district’s Title IX and/or Section 504/ADA Coordinator.

Adopted on: 10-8-2018

Revised on: 6-10-2019

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

**3054**  
**Law Enforcement Unit**

The board is committed to providing a safe environment conducive to learning for members of the school community. In furtherance of this commitment, the board designates [insert designated individual(s) or department/offices here] to act as the district's Law Enforcement Unit.

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

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

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

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

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

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

Adopted on: 6-10-2019

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

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

**4048**  
**Assessment Administration and Security**

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

**1. Assessment Responsibilities**

- a. Each building principal, in consultation with the Superintendent and classroom teachers, will be responsible for:
  - overseeing the scheduling of state administered assessments, training all staff who administer assessments, and ensuring that all assessments, including make-up testing, is completed within required testing windows;
  - obtaining Standards, Assessment and Accountability Updates from the Department of Education and circulating the relevant portions of those updates to other staff members;
  - informing the board of education of changes to the Nebraska Student-Centered Assessment System Security Procedures; and
  - signing and enforcing the Nebraska Student-Centered Assessment System Security Agreement.
- b. Every classroom teacher or other staff member who administers assessments is responsible for:
  - complying with the Nebraska Student-Centered Assessment System Security Procedures;
  - taking all reasonable and prudent steps to ensure the accuracy and integrity of all academic testing, including statewide assessments; and

- ensuring the security of all test materials.

## **2. Security Violations and Cheating**

### **a. Classroom assessments**

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

### **b. State Accountability Tests**

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

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

Adopted on: 11-12-2018

Revised on: 6-10-2019

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

**4052**  
**Job References to Prospective Employers**

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

If the school district is subject to a written separation agreement regarding a particular employee, the terms of that agreement will govern the district's response to requests for information, regardless of any written consent provided to the school district.

If the school district is not bound by a separation agreement and receives a legally enforceable written consent to release information, the district may provide the information authorized by that document. The school district may provide additional truthful information to prospective employers of current and former employees in accordance with this policy.

**Employees Suspected of Sexual Misconduct Against a Minor or Student**

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

Adopted on: 11-12-2018

Revised on: 6-10-2019

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

## **5002 Admission of Students**

Students shall be admitted to the school district who are:

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

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

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

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

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

Adopted on: 12-10-2018

Revised on: 6-10-2019

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

## **5016 Student Records**

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

For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is PowerSchool.

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

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. "School officials" include attorneys; members of law enforcement acting on behalf of the school district; representatives of insurance providers that provide coverage to the school district; and third-party website operators who have contracted with the school district or its agent to offer online programs for the benefit of students and the district. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous

absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

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

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

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

Adopted on: 12-10-2018

Revised on: 6-10-2019

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

## **5017 Routine Directory Information**

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

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

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

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

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

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

Adopted on: 12-10-2018

Revised on: 6-10-2019

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

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

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

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

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

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

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

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

## **School Related Criminal Activity**

This section applies to alleged or suspected criminal activity that occurs on school grounds; in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event.

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

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

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

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

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

## **Non-School Related Criminal Activity**

Law enforcement officials may not question students at school.

## **Taking a Student into Custody**

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

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

### **Child Abuse and Neglect**

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

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

### **Student Records**

Student records will be shared with law enforcement officers only as allowed by state and federal law.

Adopted on: 12-10-2018  
Revised on: 6-10-2019

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

## **5035 Student Discipline**

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

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

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

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

### **Short-Term Suspension**

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations, under the following conditions: determined per incident.

### **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 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.

**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 cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon; and
- m. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
  - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
  - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
  - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
  - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
  - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and

delivered to the principal or superintendent in person or by registered or certified mail.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

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

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

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

Adopted on: 1-14-2019

Revised on: 6-10-2019

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

## **5063 Audio and Video Recording**

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic 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.

**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. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the recordings will only be available 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.

**Classroom Recordings by Staff.** Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.

**Prohibited Recordings by 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, unless the recording is made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district’s appropriate use and student discipline policies.

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. 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 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.

Adopted on: 1-14-2019

Revised on: 6-10-2019

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

## Special Education Procedures

The following procedures describe the steps that the school district will generally follow in implementing certain portions of the Individuals with Disabilities in Education Act and Rules 51 and 52 of the Nebraska Department of Education (NDE). If any procedure described herein conflicts with or is inconsistent with state or federal laws or regulations, the law or regulation will control. Nothing in the following procedures creates any enforceable right, educational entitlement or procedural protection that is separate from or in addition to the rights provided by state and federal law and regulation.

### **Free Appropriate Public Education (FAPE)** (Rule 51 § 004.01; 34 § CFR 300.101)

Except as otherwise provided by law, the school district will ensure that all children with verified disabilities, from birth through the school year in which the child reaches age twenty-one, including children who have been suspended or expelled from school, have available to them a FAPE, which includes special education and related services to meet their unique needs and the availability of FAPE for resident children in detention facilities, correctional facilities, jails, and prisons.

The school district will ensure that FAPE is available to any individual child with a disability who needs special education and related services, even though the child has not failed or been retained in a course or grade and is advancing from grade to grade.

### **Full Education Opportunity Goal and Program Options** (Rule 51 § 004.11A; 34 CFR § 300.109)

The school district provides full educational opportunities to all children with disabilities aged birth to 21. The school district does this, in part, by:

- Offering and providing a free appropriate public education (FAPE), including special education and related services, and complying with all state and federal special education laws and regulations;
- Making available to children with disabilities a variety of educational programs and services that are available to nondisabled children including, but not necessarily limited to, art, music, industrial arts, consumer and homemaking education, and vocational education
- Working collaboratively with parents, teachers, guidance counselors, other school staff members, community agencies, educational service units, and other school districts to review

and/or offer appropriate course offerings and other educational opportunities;

- Providing supplementary aids, services, and other effective supports determined appropriate and necessary by the child's IEP Team, to ensure that students have an equal opportunity to participate in academic, nonacademic, and extracurricular services and activities;
- Collecting and examining data; and
- Staff development activities

The timetable for accomplishing this goal is immediate and ongoing. The school district accomplishes this goal by taking the above steps on a regular, scheduled, and ongoing basis as well as on an unplanned basis when the need arises for each individual student.

**Child Find Process** (Rule 51 § 006.01A and Rule 52 § 006.01; 34 CFR § 300.111)

To identify, locate and evaluate children residing within the geographic boundaries of the school district who may qualify for special education (including homeless children and wards of the State), the school district will take the following practical steps:

- a) announce in mailings sent to families with school-aged children at least annually that the school district will identify and verify children at no charge for possible disabilities;
- b) include information about the identification and verification of children for possible disabilities at no charge in mailings sent to patrons, homeless shelters, and Health and Human Service offices located in the school district at least annually; and
- c) accept referrals for evaluation directly from parents, school personnel, and other state and regional agencies.

*Student Assistance Teams* (Rule 51 § 006.01B). The school district will use student assistance teams to develop individualized programs of support for students who may be experiencing difficulties in school. The school district will generally work to assist a student through the SAT process prior to evaluating the student for possible verification under Section 504 of the Rehabilitation Act or Rule 51 of the Nebraska Department of Education.

The SAT will be an ad hoc group created around a student, and will generally include building staff with expertise in the specific content area(s) identified as problematic for the student. The SAT may also

involve other interested or relevant staff and may, but is not required to, include the student's parent.

The team will review the strengths and interests that are unique to the student and determine the academic or social challenges the student is facing at school. The team will then develop ideas and strategies that may help the student be more successful in school.

If the SAT determines that appropriate general education interventions have been attempted without success, it will consider evaluating the student for eligibility under Section 504 of the Rehabilitation Act or referring the student to the multidisciplinary team for evaluation pursuant to Rule 51.

*Multidisciplinary Evaluation Team* (Rule 51, § 006.03 and Rule 52 § 006.09). The school district will appoint a Multidisciplinary Evaluation Team (MDT) which will be responsible for making all verification decisions pursuant to the qualification criteria in Rule 51 of the Nebraska Department of Education. The MDT will analyze, assess, and document the needs of each student, and the MDT's compiled information will be used on the Individual Family Service Plan (IFSP) or Individualized Education Plan (IEP) if the MDT determines that the student qualifies for special education.

The MDT will not base a student's verification upon 1) lack of appropriate instruction in reading as contemplated in Section 614(a)(5)(A) of the Individuals with Disabilities Education Act of 2004, 2) lack of instruction in math, or 3) limited English proficiency.

If a nonpublic school student qualifies for the school district's special education program, an administrator or other designated representative of the student's nonpublic school shall be appointed as a member of the student's MDT.

*Referral Procedures for Infants and Toddlers* (Rule 52 § 006.01-006.03). The school district will make a referral for a child under the age of three to the agency responsible for providing services coordination in the Planning Region as soon as possible but in no case later than seven (7) days after becoming aware of the infant's or toddler's potential eligibility for early intervention services. A child under the age of three who is the subject of a substantiated case of child abuse or neglect; or is identified as directly affected by illegal substance abuse or withdrawal symptoms resulting from prenatal drug exposure must be referred to the Early

Intervention Program (the agency responsible for providing services coordination in the Planning Region).

Except as otherwise allowed by law or regulation (see Rule 52 § 006.02B), the school district must complete the screening; complete the initial evaluation and assessments; and participate in the initial individualized family service plan (IFSP) within 45 calendar days from the date of referral.

### **IEP Meetings** (Rule 51 § 007.09A–C, G-H)

Each student's IEP team will meet initially to develop the student's IEP within 30 calendar days of the determination that the student qualifies for special education. Thereafter, each IEP team will meet at least once annually to determine whether the annual goals of the student's IEP are being achieved. The student's IEP team will also ensure that the student's IEP is in effect at the beginning of each school year. The school district will encourage the consolidation of reevaluation meetings with other IEP Team meetings to the extent possible. The school district and parents may agree to meeting participation by video conference, conference call, or other electronic or alternative means.

*Pre-Meeting Procedures.* Staff members may engage in activities such as researching placements and service options, preparing draft IEP documents, writing reports, creating charts, and comparing student makeup of various program settings prior to and in preparation for IEP team meetings. Actual IEP and placement decisions, however, will not be made until concerns and input of parents and other members of the IEP team are received and considered at an IEP meeting. Although staff members may consider possible service and placement options and form opinions about them outside of an IEP meeting, no final decision will be made before full consideration of all data and input from all team members at an IEP team meeting. The school district has no policy of refusing to consider or use any particular service, program, or placement option.

### **Individualized Education Program** (Rule 51 § 007; 34 CFR § 324)

At the beginning of each school year, the school district will have in effect, for each child with a disability within its jurisdiction, an IEP, as defined in 34 CFR § 300.320 that meets the requirements of 34 CFR § 300.323. The IEP shall be developed, reviewed, and revised for each child with a disability as follows.

## Development of the IEP

*General.* In developing each child's IEP, the IEP Team will consider:

- (i) The strengths of the child;
- (ii) The concerns of the parents for enhancing the education of their child;
- (iii) The results of the initial or most recent evaluation of the child; and
- (iv) The academic, developmental, and functional needs of the child.

*Consideration of special factors.* The IEP Team will:

- (i) In the case of a child whose behavior impedes the child's learning or that of others, consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior;
- (ii) In the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP;
- (iii) In the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP Team determines, after an evaluation of the child's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child;
- (iv) Consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communications with peers and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child's language and communication mode; and
- (v) Consider whether the child needs assistive technology devices and services.

*Requirement with respect to regular education teacher.* A regular education teacher of a child with a disability, as a member of the IEP Team, must, to the extent appropriate, participate in the development of the IEP of the child, including the determination of:

- (i) Appropriate positive behavioral interventions and supports and other strategies for the child; and

(ii)Supplementary aids and services, program modifications, and support for school personnel consistent with law.

*Agreement.*

(i) In making changes to a child's IEP after the annual IEP Team meeting for a school year, the parent of a child with a disability and the school may agree not to convene an IEP Team meeting for the purposes of making those changes, and instead may develop a written document to amend or modify the child's current IEP.

(ii) If such changes are made to the child's IEP, the school must ensure that the child's IEP Team is informed of those changes.

*Consolidation of IEP Team meetings.* To the extent possible, the school must encourage the consolidation of reevaluation meetings for the child and other IEP Team meetings for the child.

*Amendments.* Changes to the IEP may be made either by the entire IEP Team at an IEP Team meeting, or by *Agreement* as provided above, by amending the IEP rather than by redrafting the entire IEP. Review and revision of IEPs

*General.* The school will ensure that the IEP Team:

(i)Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and

(ii) Revises the IEP, as appropriate, to address -

(A) Any lack of expected progress toward the annual goals described in 34 CFR § 300.320(a)(2), and in the general education curriculum, if appropriate;

(B) The results of any reevaluation conducted under 34 CFR § 300.303;

(C) Information about the child provided to, or by, the parents, as described under 34 CFR § 300.305(a)(2);

(D) The child's anticipated needs; or

(E) Other matters.

*Consideration of special factors.* In conducting a review of the child's IEP, the IEP Team must consider the special factors described above.

*Requirement with respect to regular education teacher.* A regular education teacher of the child, as a member of the IEP Team, must, consistent with the requirement above, participate in the review and revision of the IEP of the child.

### Failure to meet transition objectives

*Participating agency failure.* If a participating agency, other than the school, fails to provide the transition services described in the IEP in accordance with 34 § 300.320(b), the school will reconvene the IEP Team to identify alternative strategies to meet the transition objectives for the child set out in the IEP.

### Children with disabilities in adult prisons

*Requirements that do not apply.* The following requirements do not apply to children with disabilities who are convicted as adults under State law and incarcerated in adult prisons:

(i) The requirements contained in section 612(a)(16) of the Act and 34 CFR § 300.320(a)(6) (relating to participation of children with disabilities in general assessments).

(ii) The requirements in 34 CFR § 300.320(b) (relating to transition planning and transition services) do not apply with respect to the children whose eligibility under Part B of the Act will end, because of their age, before they will be eligible to be released from prison based on consideration of their sentence and eligibility for early release.

### *Modifications of IEP or placement.*

(i) Subject to law, the IEP Team of a child with a disability who is convicted as an adult under State law and incarcerated in an adult prison may modify the child's IEP or placement if the State has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated.

(ii) The requirements of 34 CFR §§ 300.320 (relating to IEPs), and 300.114 (relating to LRE), do not apply with respect to the modifications described in paragraph (d)(2)(i) of this section.

### *Contracted Programs (Rule 51 § 013.02).*

The school district shall be responsible for the development and maintenance of the IEP and the participation in all IEP meetings and shall assure that IEP meetings are arranged with the contracted program and the parents. Such arrangements may include meetings with the contracted program, the school district, and the parent. Meetings may occur within the district, at the contracted program site, or another site if more appropriate.

### *IEP Distribution to Parents (Rule 51 § 007.09D, F).*

A copy of the IEP will be provided to the parent at no cost. If the IEP is amended, the parent will be provided with a revised copy of the IEP with the amendments incorporated upon request.

*Distribution of IEP information to staff* (Rule 51 § 007.02C, § 007.02D, and § 007.09E1).

The case manager for each student with an IEP will provide the staff assigned to work with that student with information about the student's disabling conditions, the modifications and accommodations called for in the student's IEP. The case manager will also inform relevant staff of any subsequent changes made to the student's IEP. This information may be provided by: giving staff members a copy of the student's IEP; giving staff members a copy of the accommodations page of the student's IEP; or using any other method reasonably calculated to communicate relevant information to the responsible staff member(s).

**Least Restrictive Environment** (Rule 51 § 008.01A; 34 CFR 314)

The school district will assure that, whenever possible, all students with disabilities are educated in the same manner and in the same environment as students without disabilities by using supplementary aids and services. A student with a disability or disabilities will be removed from the regular educational environment and given special services and classes *only* when the nature of the disability does not allow for the satisfactory education of the student in regular classes.

**Procedural Safeguard Notice** (Rule 51 § 009.06A-D; 34 CFR 504)

A copy of the procedural safeguards will be given by the school district one time per school year. A copy shall also be given to the parent upon: a) initial referral or parental request for evaluation, b) upon request by a parent, c) upon receipt by the school district of the first occurrence of the filing of a complaint under section 009.11 of Rule 51, d) the first occurrence of filing a special education due process case under Rule 55, and e) in accordance with the discipline procedures in section 016 of Rule 51. The notice shall include a full explanation of all procedural safeguards in compliance with section 009.06B of Rule 51. The notice shall be written in English and provided in the native language of the parent as required by sections 009.05C-D of Rule 51.

## **Evaluation Procedures (Rule 51 § 006.02; 34 CFR.304)**

*Notice.* The school will provide notice to the parents of a child with a disability that describes any evaluation procedures the school proposes to conduct.

*Conduct of evaluation.* In conducting the evaluation, the school will:

(1) Use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the child, including information provided by the parent, that may assist in determining:

(i) Whether the child is a child with a disability; and

(ii) The content of the child's IEP, including information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child, to participate in appropriate activities);

(2) Not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child; and

(3) Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.

*Other evaluation procedures.* The school will ensure that:

(1) Assessments and other evaluation materials used to assess a child:

(i) Are selected and administered so as not to be discriminatory on a racial or cultural basis;

(ii) Are provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer;

(iii) Are used for the purposes for which the assessments or measures are valid and reliable;

(iv) Are administered by trained and knowledgeable personnel; and

(v) Are administered in accordance with any instructions provided by the producer of the assessments.

(2) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.

(3) Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).

(4) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities;

(5) Assessments of children with disabilities who transfer from one public school to another public school in the same school year are coordinated with those children's prior and subsequent schools, as necessary and as expeditiously as possible, consistent with law, to ensure prompt completion of full evaluations.

(6) In evaluating each child with a disability under 34 CFR §§ 300.304 through 300.306, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.

(7) Assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child are provided.

(8) Evaluations shall also comply with any additional requirements found in Rule 51, including but not limited to those found in section 006.02.

*Review of Existing Evaluation Data* (Rule 51, § 006.06). For initial evaluations and reevaluations, the IEP team and other qualified professionals will review all existing educational assessments as well as parental, classroom and other relevant observations in determining whether:

- a) the student is a student with a disability or continues to be a student with a disability qualifying for special education;
- b) a student with a disability needs or continues to need special education services; and
- c) a student with a disability needs additional or modified special education to meet the goals of the student's IEP or the general goals of the school district's curriculum.

*Independent Education Evaluation* (Rule 51 § 006.07). When a student's parent requests an independent education evaluation, the student's case manager or the district's special education director will respond in writing without unnecessary delay that (1) the school district will initiate a hearing under 92 NAC 55 to show that its evaluation is appropriate OR (2) an independent educational evaluation will be provided at public expense. The written response will (1) include a copy of the board's policy on IEEs and (2) if appropriate, identify at least one qualified individual who meets the policy's criteria within the geographic area.

**Confidentiality of Personally Identifiable Information** (Rule 51 § 009.03; 34 CFR § 300.123, 34 CFR § 300.610-.626)

*Notice to parents.* The school must give notice that is adequate to fully inform [parents](#) about the requirements of protecting the confidentiality of any personally identifiable information collected, used, or maintained under Part B of the Act, including:

- (1) A description of the extent that the notice is given in the native languages of the various population groups in the [district](#);
- (2) A description of the children on whom [personally identifiable](#) information is maintained, the types of information sought, the methods the [district](#) intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
- (3) A summary of the policies and procedures that the school will follow regarding storage, disclosure to third parties, retention, and [destruction](#) of [personally identifiable](#) information; and
- (4) A description of all of the rights of [parents](#) and children regarding this information, including the rights under FERPA and implementing regulations in [34 CFR part 99](#).

Before any major identification, location, or [evaluation](#) activity, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify [parents](#) throughout the [district](#) of the activity.

*Access rights.* The school will permit parents to inspect and review any education records relating to their children that are collected, maintained, or used by the school. The school will comply with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to law, or resolution session pursuant

to law, and in no case more than 45 days after the request has been made.

The right to inspect and review education records under this section includes:

- (1) The right to a response from the school to reasonable requests for explanations and interpretations of the records;
- (2) The right to request that the school provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
- (3) The right to have a representative of the parent inspect and review the records.

The school may presume that the parent has authority to inspect and review records relating to his or her child unless the school has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

*Record of access.* The school must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the Act (except access by parents and authorized employees of the school), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

*Records on more than one child.* If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

*List of types and locations of information.* Each participating school must provide parents on request a list of the types and locations of education records collected, maintained, or used by the school.

*Fees.* The school may charge a fee for copies of records that are made for parents under this part if the fee does not effectively prevent the parents from exercising their right to inspect and review those records. The school may not charge a fee to search for or to retrieve records.

*Amendment of records at parent's request.* A parent who believes that information in the education records collected, maintained, or used under

this part is inaccurate or misleading or violates the privacy or other rights of the child may request the school to amend the information.

The school must decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.

If the school decides to refuse to amend the information in accordance with the request, it must inform the parent of the refusal and advise the parent of the right to a hearing as provided below.

*Opportunity for a hearing.* The school must, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child.

*Result of hearing.* If, as a result of the hearing, the school decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it must amend the information accordingly and so inform the parent in writing.

If, as a result of the hearing, the school decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it must inform the parent of the parent's right to place in the records the school maintains on the child a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the school.

Any explanation placed in the records of the child under this section must:

- (1) Be maintained by the school as part of the records of the child as long as the record or contested portion is maintained by the school; and
- (2) If the records of the child or the contested portion is disclosed by the school to any party, the explanation must also be disclosed to the party.

*Hearing procedures.* A hearing held under this section must be conducted according to the procedures in 34 CFR § 99.22.

*Consent.* Parental consent must be obtained before personally identifiable information is disclosed to parties, other than officials of

participating agencies described below, unless the information is contained in education records, and the disclosure is authorized without parental consent under 34 CFR part 99.

(1) Except as provided in paragraphs (2) and (3) of this section, parental consent is not required before personally identifiable information is released to officials of participating agencies for purposes of meeting a requirement of this part.

(2) Parental consent, or the consent of an eligible child who has reached the age of majority under State law, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services in accordance with § 300.321(b)(3).

(3) If a child is enrolled, or is going to enroll in a private school that is not located in the school district of the parent's residence, parental consent must be obtained before any personally identifiable information about the child is released between officials in the school district where the private school is located and officials in the school district of the parent's residence.

*Safeguards.* The school will protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages. One official at the school district must assume responsibility for ensuring the confidentiality of any personally identifiable information. All persons collecting or using personally identifiable information must receive training or instruction regarding the school's policies and procedures under 34 § 300.123 and 34 CFR part 99. Each school must maintain, for public inspection, a current listing of the names and positions of those employees within the school who may have access to personally identifiable information.

*Destruction of information.* The school must inform parents when personally identifiable information collected, maintained, or used under this policy is no longer needed to provide educational services to the child. The information must be destroyed at the request of the parents. However, a permanent record of a student's name, address, and phone number, his or her grades, attendance record, classes attended, grade

level completed, and year completed may be maintained without time limitation.

*Children's rights.* The school has policies and procedures regarding the extent to which children are afforded rights of privacy similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability. Under the regulations for FERPA in 34 CFR 99.5(a), the rights of parents regarding education records are transferred to the student at age 18. If the rights accorded to parents under Part B of the Act are transferred to a student who reaches the age of majority, consistent with § 300.520, the rights regarding educational records in §§ 300.613 through 300.624 must also be transferred to the student. However, the public school must provide any notice required under section 615 of the Act to the student and the parents.

*Enforcement.* The school district will follow any policies and procedures the State has in effect, including sanctions that the State uses, to ensure that its policies and procedures consistent with §§ 300.611 through 300.625 are followed and that the requirements of the Act and the stated procedures are met.

**Early Intervention Transition** (Rule 51 § 005.03, Rule 52 § 008; 34 CFR § 300.124)

The school district shall ensure that students participating in early intervention services experience a smooth and effective transition to preschool programs and/or services provided under Part B of IDEA by following the procedures described in 92 NAC 52-008.

**Children Placed In or Referred To a Nonpublic School or Facility by the School District or Approved Cooperative As a Means of Providing Special Education and Related Services** (Rule 51 § 015.01; 34 CFR § 300.129)

A special education student may be placed in a nonpublic school or facility, if the student's IEP team develops an IEP for the child in accordance with Section 007 that places the student in the nonpublic school or facility. If a student's IEP team determines that the student will be placed in a nonpublic school or facility, the school district will ensure that the student is provided special education and related services in

conformance with the provisions of Rule 51 at no cost to the student or parents. The school district will be responsible for initiating and conducting IEP meetings after the student has been placed in the nonpublic school or facility and will insure that both the parents and representatives from the nonpublic school or facility are involved in any decision about the child's IEP and agree to any proposed changes in the IEP before those changes are implemented.

**Children Placed In a Nonpublic School by Parents As a Means of Obtaining Special Education and Related Services; FAPE is At Issue**  
(Rule 51 § 015.02; 34 CFR § 300.129)

The school district will not pay for the cost of education, including special education and related services, of a child with a disability at a nonpublic school or facility if the school made FAPE available to the child and the parents elected to place the child in a nonpublic school or facility as a means of obtaining special education and related services. However, the school district will include that child in the population whose needs are addressed consistent with Rule 51. Disagreements between a parent and the school district regarding the availability of a program appropriate for the child, and the question of financial reimbursement, are subject to the due process procedures of Rule 55 of the Nebraska Department of Education.

**Working with Nonpublic Schools within the Boundaries of the District**  
(Rule 51 § 015.03B and § 015.03D1a; 34 CFR § 300.129)

The school district will provide written information to each non-public school within its geographic boundaries that the public school will identify and verify children for possible disabilities at no charge. This communication will also inform the non-public school officials, staff and parents about the availability of equitable services for students with disabilities who attend non-public schools that are not within the geographic boundaries of the district.

A student who attends a nonpublic school may participate in the school district's special education program to receive FAPE provided that (1) the student has been verified pursuant to Rule 51 and (2) the student is a resident of the school district as defined by NEB REV. STAT. § 79-215. The student's IEP team will determine the physical location where the student will receive services and will consider whether it is necessary for the student to be transported to the service location. A non-resident student who attends a nonpublic school within the geographic boundaries of the

district may receive equitable services if the student has been verified pursuant to Rule 51.

Disagreement between parents and the school district over whether or not the school district has a program available to serve the needs of a special education student, including claims for tuition reimbursement by parents, are subject to the appeal procedures established in Rule 55.

### **Personnel Standards** (Rule 51 § 010; 34 CFR § 300.156)

The school district shall ensure that all personnel are appropriately and adequately trained and prepared to provide special education and related services to children with disabilities as required by law including but not limited to Section 2122 of the Elementary and Secondary Education Act of 1965, Rule 51, and IDEA. The school district shall ensure that its recruits, hires, trains, and retains such personnel by doing the following:

- 1) Advertising for only qualified candidates.
- 2) Verifying that all personnel hold the required certificate, license, registration, or other credentials and training during the interview process or prior to employment.
- 3) Verifying that all personnel maintain the required certificate, license, registration, or other credentials and training during employment.
- 4) Providing continuing education opportunities and training programs.
- 5) Evaluating personnel performance for compliance with federal and state law and regulations and school district standards and policies.

### **District-Wide Assessments** (Rule 51 § 004.05B, § 004.05C, and § 004.05D; 34 CFR § 300.160)

Each student who has been verified under Rule 51 will participate in district-wide assessments in a manner that is appropriate for the student. Each student's IEP team will determine how the student will participate in district-wide assessments. The method of assessment will be recorded on the student's IEP. Alternate assessments will be administered at the same time that state and district-wide assessments are administered to the student's grade level peers. The school district shall report assessment results to parents, the public, and the Department with the same frequency and in the same detail as they report on the assessment of nondisabled children and/or as required by Rule 51.

**Suspension and Expulsion Reporting** (Rule 51 § 004.06E; 34 CFR § 300.170)

The school district shall report the incidences, duration, and count of removals, suspensions, and expulsions, and other disciplinary information of children receiving special education services required by 92 NAC 004.06E to the State electronically through the NDE website by June 30<sup>th</sup> of each year. The report will be disaggregated by race/ethnicity, gender, LEP status, and disability category. If disciplinary discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities, the school district shall review its policies, procedures, and practices related to the development and implementation of IEPs, the use of positive behavioral interventions and supports, and procedural safeguards to ensure that they comply with IDEA.

**Access to Instructional Materials** (Rule 51 § 004.15; 34 CFR § 300.172)

The school district may contract with the National Instructional Materials Access Center (NIMAC) when purchasing print instructional materials and/or assures the Nebraska Department of Education that it will provide such materials to children with blindness or other children with print disabilities at the same time as other children.

**Overidentification and Disproportionality** (34 CFR § 300.173 )

The school district shall take affirmative steps to prevent the inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities, including children with disabilities with a particular impairment described in 34 C.F.R. §300.8. These steps shall include, but not necessarily be limited to:

- Providing staff with technical assistance, professional development, and other educational opportunities;
- Collecting, examining, and reporting data;
- Monitoring, assessing, and providing continuous improvement activities;
- Reviewing school district policies, procedures, and practices.

The school district shall collect and examine data to determine if significant disproportionality based on race and ethnicity is occurring with respect to:

- The identification of children with disabilities, including the identification of children as children with disabilities in accordance with a particular impairment described in 34 C.F.R. §300.8;
- The placement in particular educational settings of these children; and
- The incidence, duration, and type of disciplinary actions, including suspensions and expulsions.

The school district will review and analyze the data and any other applicable indicators or information that is needed to adequately measure overidentification and disproportionate representation. In the event that the available information demonstrates inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities, the school district shall correct the matter as soon as practicable, but in no case later than any time period required by law.

**Prohibition on Mandatory Medication** (34 CFR § 300.174 )

State and school district personnel shall not require parents to obtain a prescription for substances identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. 812(c)) for a child as a condition of attending school, receiving an evaluation under sections 300.300 through 300.311, or receiving services authorized under IDEA.

**Transportation** (Rule 51 § 014; 34 CFR § 300.34(c)(16))

The school district shall provide transportation or transportation services to special education students who qualify for it under law as provided in NEB. REV. STAT. 79-1129, Rule 51, and IDEA. This may include paying mileage reimbursement to parents, transporting children with school district vehicles, contracting with a transportation company, or using any other method that is proper and necessary to transport students. Transportation eligibility will be determined by the student’s IEP Team. The plan for transportation for the student shall be part of the IEP if required by law.

**Written Notice of Change** (Rule 51 § 009.05A-D)

The school district will provide the parents of a student with a disability with prior written notice within a reasonable time before the school district either proposes or refuses to make a change to the student’s identification, evaluation, or educational placement, or the provision of a

free appropriate public education. The written notice will comply with sections 009.05B-D of Rule 51 of the Nebraska Department of Education.

### **Informed Parental Consent** (Rule 51 § 009.08)

The school district will obtain informed parental consent before: a) conducting an initial evaluation to determine if a child qualifies as a child with a disability, b) conducting a reevaluation, c) initial placement of a child with disabilities in a program providing special education and related services or early intervention services, d) accessing a child's or parent's public benefits or insurance for the first time (and after providing notification to the child's parents consistent with 92 NAC 51-009.90A2); and e) accessing a child's or parent's private insurance proceeds (each time).

### **Parent Refusal to Consent Under Rule 52** (Rule 52 § 009.02K3)

If a parent refuses to provide consent under Rule 52, the school district may:

- Hold a meeting with the parent(s) to explain how the parent's failure to consent affects the ability of their child to receive early intervention services;
- Provide the parents with written information regarding early intervention services;
- Provide referrals to other agencies, if appropriate; and
- Take other actions or make such other efforts as the school district deems appropriate.

Nothing in these procedures shall override a parent's right to refuse to consent under section 009.03A of Rule 52.

### **Appointment of Surrogate For Student** (Rule 51 § 009.10B)

The school district shall ensure that the rights of students with disabilities are protected by informing the members of the student's IEP team whenever (1) a parent cannot be identified, (2) a parent(s), legal guardian or individual acting *in loco parentis* for the student cannot be located, (3) the child is an unaccompanied homeless youth, or (4) the child is a ward of the State or court. The team will then hold a meeting to discuss and consider whether the school district must appoint a surrogate to participate on the IEP team and fulfill the role of the student's parent. Surrogate parents shall only be appointed when required or allowed by Rule 51 or IDEA. If the district identifies students who may be in need of a surrogate parent, the district will:

1. Attempt to identify and locate the parent;
2. Investigate the legal status of those student(s); and
3. If after a reasonable effort, the parents cannot be located, the school district shall ensure that the rights of students with disabilities are protected by appointing a surrogate.
4. Surrogates will be provided sufficient training to assure they are knowledgeable as to the legal rights and educational needs of the student they are to represent. Training will be conducted as needed.
5. Surrogates will be appointed by the director of special education following documentation that no conflict of interest exists and completion of appropriate training or assurance that the surrogate is knowledgeable in order to represent the student.
6. Surrogates will be monitored on a regular basis to ensure effective performance. Should a surrogate be unable or unwilling to discharge his or her duties, a new surrogate will be appointed by the director.
7. The surrogate parent shall continue to represent the student until one of the following occurs:
  - a. The student is determined to no longer be eligible for, or in need of, special education or related services except when termination from such programs is being contested;
  - b. The parent, who was previously unknown, or whose whereabouts were previously unknown or a guardian or person acting as the student's parents becomes known; and/or,
  - c. It is determined that the appointed surrogate parent no longer adequately represents the student.
  - d. The surrogate parent's term has expired.

## **5001 Compulsory Attendance and Excessive Absenteeism**

### **Required Attendance**

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

### **Mandatory Attendance Age**

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

### **Exceptions**

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

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

### **Discontinuing Enrollment – 5 Year Old Students**

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

## **Discontinuing Enrollment – 16 and 17 Year Old Students**

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

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

## **Attendance Officer**

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

## **Excused Absences**

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

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

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

### **Excessive Absenteeism**

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer must file a report with the appropriate county attorney.

Adopted on: 12-10-2018

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

Reviewed on: 6-10-2019

**Disenrollment of Five-Year-Old Child  
Attendance Affidavit of Parent/Guardian and Student**

I, \_\_\_\_\_, am the parent or legal guardian of \_\_\_\_\_, and have legal authority to make education decisions regarding the student. My child resides in the \_\_\_\_\_ School District but will not be enrolled in and regularly attend a public, private, denominational, or parochial day school which meets the requirements for legal operation in Chapter 79 of the Nebraska statutes.

I certify that the child was born on (date) \_\_\_\_\_, is five years old, and will not reach the age of six years old prior to January 1 of the \_\_\_\_ - \_\_\_\_ school year. I am disenrolling my child pursuant to section 79-201 of the Nebraska statutes and district policy. I understand that my student whose enrollment is discontinued using this form shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Printed Name of parent or guardian: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

Signature of parent or guardian: \_\_\_\_\_

Signature of student: \_\_\_\_\_

(not required if the student is too ill to attend)

COUNTY OF \_\_\_\_\_)

STATE OF NEBRASKA

) ss.

)

Signed in my presence and sworn to this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

**Alternative Educational Arrangements for Six-Year-Old Child  
Attendance Affidavit of Parent/Guardian and Student**

I, \_\_\_\_\_, am the parent or legal guardian of \_\_\_\_\_, and have legal authority to make education decisions regarding the student. My child resides in the \_\_\_\_\_ School District but will not be enrolled in and regularly attend a public, private, denominational, or parochial day school which meets the requirements for legal operation in Chapter 79 of the Nebraska statutes.

I certify that the child was born on (date) \_\_\_\_\_, is six years old, and will not reach the age of seven years old prior to January 1 of the \_\_\_\_ - \_\_\_\_ school year. I am not enrolling my child this school year because:

**Please check one of the following:**

\_\_\_\_ The child is participating in an education program that I believe will prepare the child to enter grade one for the following school year.

\_\_\_\_ I intend the child to participate in a school which has elected or will elect, pursuant to section 79-1601 of the Nebraska statutes, not to meet accreditation or approval requirements; and I intend to provide the Commissioner of Education with the required statement to that effect on or before the child's seventh birthday.

Printed Name of parent or guardian: \_\_\_\_\_

Relationship to Student: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

Signature of parent or guardian: \_\_\_\_\_

Signature of student: \_\_\_\_\_

(not required if the student is too ill to attend)

COUNTY OF \_\_\_\_\_)

STATE OF NEBRASKA

) ss.

)

Signed in my presence and sworn to this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

## Collaborative Plan Addressing Barriers to Attendance

Student Name: \_\_\_\_\_ Student Grade: \_\_\_\_\_

Building Assignment: \_\_\_\_\_

Classroom/Homeroom Teacher: \_\_\_\_\_

Number of student absences at time of meeting: \_\_\_\_\_

What are the primary reasons the student has been absent:

Based on that information, meeting participants considered the following issues:

- Illness related to physical or behavioral health of the child
- Educational Counseling
- Referral to community agencies for economic services
- Family or individual counseling
- Assisting the family in working with other community services
- Referral to student assistance team for possible Section 504 or IDEA eligibility
- Other: \_\_\_\_\_

### Attendance Plan

Based on the above considerations, this attendance plan will be put into place:

Steps to be taken by school staff:

Steps to be taken by student:

Steps to be taken by parent/guardian:

Steps to be taken by third parties:

Parent/Guardian\*: \_\_\_\_\_

Student: \_\_\_\_\_

Attendance Officer: \_\_\_\_\_

Social Worker or School Administrator: \_\_\_\_\_

Other (indicate title): \_\_\_\_\_

Other (indicate title): \_\_\_\_\_

Other (indicate title): \_\_\_\_\_

Other (indicate title): \_\_\_\_\_

Notice to family: Nebraska law requires students to be in attendance at school each day that such school is open and in session, except when excused by school authorities or when illness or severe weather conditions make attendance impossible or impracticable. Nebraska law also requires school officials to investigate any possible violation of this requirement.

***Please note that if your student accrues more absences than are allowed by the board of education's policy, the school district may refer the child to the county attorney for action under Neb. Rev. Stat. § 43-247(3)(a) and (b).***

I have received a copy of this Plan, including the above notice:

Parent/Guardian\*: \_\_\_\_\_

Student: \_\_\_\_\_

*\*If parents/guardians are not present at the meeting, please attach documentation showing that the school made reasonable efforts to invite the parents.*

## **5054 Student Bullying**

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

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

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

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

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

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

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

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

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

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

Adopted on: 1-14-2019

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

Reviewed on: 6-10-2019

**Agreement Between  
Southern School District #1 and Diller-Odell School District #100  
Golf Coop**

This agreement is mutually agreed to by Southern School District #1 (herein referred to as the District) and Diller-Odell School #100 regarding the coop for Boys Golf. This agreement will be in effect for two years, beginning with the 2019-2020 high school season at a fee of \$2,500.00 per year. Following each season, the agreement will be reviewed by both parties for the purpose of updating and clarifying any possible issues that might have arisen.

Section I: Team Name: Name of the Team would be: Southern/Diller-Odell Mascot: Raiders, Colors: Red/Black/White

Section II: Site of Contest: All Home Contest: Wymore Country Club.

Section III: Entry Fees & Scheduling: Southern would be in charge of scheduling and entry fees.

Section IV: Transportation: Southern would be in charge of transportation to meets.

Section V: Equipment: Southern would be in charge of uniforms, golf bags for the golf team if they are provided for the golf team.

Section VI: Membership: Southern will provide golf course membership for team to practice at the facility.

Section VII: State Tournament: Hotel Rooms & Expenses will be divided evenly.

This agreement is agreed to by Southern School District #1 and Diller-Odell School District #100 as of this date, March 13, 2019.

Signed:

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Southern School District #1



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Diller-Odell School District #100

**Agreement Between  
Southern School District #1 and the Diller-Odell School District #100  
On the Use of the Blue Springs Softball Diamond**

This agreement is mutually agreed to by Southern School District #1 (herein referred to as the District) and Diller-Odell School District #100 regarding the softball coop. This agreement will be in effect for two years, beginning with the 2019-2020 high school season at a fee of \$7,500.00 per year. Following each season, the agreement will be reviewed by both parties for the purpose of updating and clarifying any possible issues that might have arisen.

Section I: Use of the Field: Southern will be in charge of fees paid the BSBDA for the use of their facilities for all home contests.

Section II: Team Name: Name of the team: Southern/Diller-Odell. Mascot: Raiders. Team Colors: Red/Black/White

Section III: Scheduling: Southern will do all scheduling, hiring of officials, and all home contests will be played at the Blue Springs complex.

Section IV: Transportation: Will be provided by Southern Schools.

Section V: Concessions – Concessions for all softball games played at the Blue Springs Diamond(s) will be the sole responsibility of the BSBDA.

Section VI: Equipment: Will be the responsibility of Southern Schools, which will include, uniforms and equipment required to field a team.

Section VII: Admission and Supervision of Games and Printing of Programs – The price of admission, obtaining ticker takers, supervision and the printing of programs for home games will be the responsibility of the Southern. At times when both fields/diamonds are being used by the District, the District will be responsible for contacting the City of Blue Springs for any possible disruption to traffic flow on the street along the fields/diamonds.

Section VIII: Liability – Any liability for overall condition of the Blue Springs Softball complex will be the responsibility of the BSBDA. Southern School District #1 will be responsible for the liability during which time the ball diamond and field is being used by the district for practice, scrimmages and games by the Southern High School Softball team.

Section IX: State Tournaments: Hotel rooms and expenses will be divided evenly.

This agreement is agreed to by Southern School District #1 and Diller-Odell School District #100 as of this date, March 13, 2019.

Signed:

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Southern School District #1



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Diller-Odell School District #100

**3019**  
**Sale or Disposal of School Property**

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

Adopted on: 8-13-2018

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

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

