

Board of Education Regular Meeting
Wednesday, June 14, 2023 6:30 PM
East Butler School
212 South Madison Street
Brainard, NE 68626-0036

1. Call Meeting To Order
2. Roll Call
3. Flag Salute
4. Approve Agenda
5. Patron's Comments
6. Informational Items
 - 6.1. Summer Projects Update
 - 6.2. Strategic Plan Celebration
 - 6.3. Before and After School Program Staffing Discussion
 - 6.4. Policy Updates
 - 6.5. Legislative Information
7. Consent Agenda
 - 7.1. Approval of Minutes
 - 7.2. Treasurer's Report
 - 7.3. Approval of Resignations and Hires
8. Regular Agenda
 - 8.1. Discuss, consider, and take any necessary action on a girl's wrestling program
 - 8.2. Discuss, consider, and take any necessary action on the changes to the softball practice field lease.

8.3. Discuss, consider, and take any necessary action on the school district's membership with Cognia (Accreditation agency).

8.4. Discuss, consider, and take any necessary action on the Superintendent's evaluation and contract.

9. Administrative Comments

10. Items for next Meeting

11. Adjournment

Summer Projects 2023

School Projects

Project	Est. Cost	Start Date
Phase III - Restroom Renovation - Tiling, Ceiling tile, plumbing, etc - Ag/Music Hallway Retile	\$105,000	In-Process
Roof Restoration Project	\$189,000	July 10
4th Grade - Brainard - Carpet, Cabinets, ceiling tiles, lights	\$35,000	In-Process
Scoreboard Project	\$111,000	In-Process
Gym (FREE) & MPR Floor	\$1500	July 5
Commons Waxing	\$2200	July
Dwight Floor Waxing	\$2000	June
Stripe parking spaces at both buildings	\$150	Doug & Taylor
Rock Brainard Parking Lot (Just Add)	\$4000	DONE
Football Field Sprinkler - Issue	????	On-Going
Room 204 hallway (Vinyl Stick) - SAFETY	????	Waiting on Vendor

Possible Future Projects

Project	Estimated Cost
Rubber Roof Replacement - Brainard (Summer 2024)	\$180,000
Sand, repaint, and reseal the MPR	\$20,000
Pave the high school Parking Lot	\$209,000 - \$357,000
Gutters for Dwight Elementary	\$15,000
Concrete Work - District-Owned House	?????

3001 Budget and Property Tax Request

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

BUDGET PROCEDURES

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

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

For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov/>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

allowed by law.

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

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

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

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

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

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

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

Adopted on: _____

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

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 \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

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

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

the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

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

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

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

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

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

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

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. Contracting with Certain Vendors

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

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

C. Full and Open Competition

The district's procurement transactions will be conducted in a manner

providing full and open competition consistent with 2 C.F.R §200.319.

D. Debarment and Suspension

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

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

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

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

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

significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

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

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.

VII. Financial Management

A. Identification.

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

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

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

G. Allowability of Costs

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

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

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

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

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

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

income.

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VIII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

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

c) Records will be destroyed in compliance with Schedule

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

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

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

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

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

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

4. Noncompetitive Proposals (Sole Sourcing)

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

5. Competitive Proposals.

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

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

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

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

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

B. Inventory Procedure

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

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

C. Inventory Records

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

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

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

D. Physical Inventory

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

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

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

H. Disposal of Equipment

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

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

I. Equipment and Capital Expenditures

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

J. Depreciation

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

V. Financial Management

A. Identification

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

G. Allowability of Costs

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

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

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

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

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

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

I. Cost Sharing or Matching

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

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

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

J. Documentation of Personnel Expenses

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

VI. Written Compensation Policies

A. Time and Effort Standards

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

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

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

B. Time and Effort Procedures

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

C. Fringe Benefits

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

D. Leave

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

E. Unexpected or Extraordinary Circumstances

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

F. Documentation for Personnel Expenses

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

VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

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

C. Record Keeping

1. Record Retention

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

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records

Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

2. Maintenance of Procurement Records

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

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3033

Lending Textbooks to Children Enrolled in Private Schools

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

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

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

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

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

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

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

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

This policy shall terminate July 1, 2024.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3036 Purchasing (Credit) Card Program

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3059 Audio and Video Recording

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

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

Recordings Made by The District. The district may use cameras or other devices for purposes of making security, safety, or other recordings when such recordings are deemed necessary or appropriate by an authorized representative of the district. The district will not maintain recordings unless the recording is purposefully copied and saved. Any recording not copied and maintained separately may only be accessible by the authorized representative for a limited time. Recordings made by the district may be destroyed by an authorized representative at any time unless retention is required by law.

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

Recordings Made by Staff. Staff members may make recordings of classroom instruction, student behavior or performance, and school activities without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those

recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

Recordings Made by Students. This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

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

4003 Drug Policy Regarding Drivers

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

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

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

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

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

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

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

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

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

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

Consequences for Violations. Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action

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

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

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

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

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

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

Serious Injury to the Driver. If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain

hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

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

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

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

Medical Review Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's

previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

4045
Milk Expression

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

4059
Behavioral and Mental Health Training

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

These employees must complete the training designated by the school district or superintendent no later than **October 31** of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5003 Admission of Part-Time Students

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

Application for Enrollment. The parent or guardian of an exempt school student who is of appropriate age to attend school, is a resident of the school district, has not graduated from high school, and has not received a graduate equivalency diploma must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district by [REDACTED] of the year of enrollment. For second semester high school courses, the application must be filed by [REDACTED]. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian of an exempt school student must apply for enrollment each school year.

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

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

Grades and Academic Honors. Exempt school students shall receive grades, report cards, and transcripts, but shall not be eligible to graduate,

receive a diploma or qualify for class ranking unless they meet all district requirements for such including earning a sufficient number of credit hours and semesters of attendance.

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

Extracurricular Sports and Activities. Students who are enrolled in a private, denominational or parochial school may not participate in extracurricular sports and activities sponsored by the public school district if they participate in extracurricular sports and activities offered by the private, denominational or parochial school. Exempt school students may participate in extracurricular sports and activities if they are enrolled in at least 20 credit hours per semester, with at least 5 credit hours of enrollment in the public school district. All part-time students must also meet all other eligibility requirements set by the board, administration and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5004 Option Enrollment

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

1. Definitions

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

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

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

4. Standards for Acceptance or Rejection of Option Students.

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

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

b. Numeric Capacity. The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.

c. Programmatic Capacity. In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.

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

i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;

ii. Would require the procurement of new equipment, technology, or furnishings;

iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;

iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;

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

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

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

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

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

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

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

6. **Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.

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

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

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

9. Late Applications and Requests for Release

- a.** The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:
 - i. When the district has already entered into contracts with teaching staff for the following school year;
 - ii. When the district has already contracted for the performance of specific services for the student;
 - iii. When the release of the student would have a negative financial impact or loss of revenue for the district.
- b.** The board of education will approve late applications to option into the district under the following conditions:
 - i. When the resident district has released the student;
 - ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

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

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

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

11. Cancellation of Option.

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

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

12. Authority of Superintendent.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5035 Student Discipline

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

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

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

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

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

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

Short-Term Suspension

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

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

The following process applies to short-term suspension:

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

shall document such effort in writing. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

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

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less 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.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;

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

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

to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

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

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian 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 can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
 - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be

governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294).

Reporting Requirement to Law Enforcement

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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/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. Technological Devices

The district will provide students with the technological devices necessary to complete all basic curricular projects. **To the extent that a student is not required by the district's curriculum to utilize a device off district property, the district may charge students a convenience fee to take the device off district property. The maximum dollar amount of this convenience fee charged by the district will be \$_____.**

As with all school property, students may be charged for damage to such devices. To protect against such potential losses, students and parents may, but are not required, to purchase insurance coverage for the devices. The

maximum dollar amount of this insurance coverage facilitated by the district will be \$____. The district may also charge a damage deposit which will be returned or may be rolled to cover the damage deposit for the next year if it is not needed to cover the costs of any damage to the device. The maximum dollar amount of this damage deposit will be \$_____.

Additionally, the district may allow students to purchase technological devices by arranging for the students to purchase these devices through a single, or series of, payments.

6. Extracurricular Activities.

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

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

- Student Activity Card: \$____
 - Covers admission to all extracurricular events
- Student Participation Fee: \$____
 - Required of all students who participate in athletics and/or other extracurricular activities
- Future Business Leaders of America: \$____
- DECA: \$____
- National Honor Society: \$____
- 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: \$____
- Football: \$ ____
 - Students must provide their own football shoes, undergarments, and mouthguards
- Golf: \$____

- Students must provide their own golf shoes, undergarments, and clubs
- Softball and Baseball: \$____
 - Students must provide their own shoes, gloves, and undergarments
- Track, Volleyball, and Wrestling: \$____
 - Students must provide their own shoes and undergarments
- Future Farmers of America: \$____
 - Students must purchase their own jackets and pay dues
- Rifle and Trap Teams: \$____
 - Students must provide their own weapons and ammunition
- Science Club: \$____
- FCCLA: \$____
- Spanish Club: \$____

7. 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 choose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution. The costs of these items will naturally vary, but the maximum dollar amount of the fee is anticipated to be \$_____ per course.

8. Transportation Costs.

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

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

9. 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 \$____ per page for reproduction of student records.

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

The district will charge reasonable fees for participation in 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 \$_____.

11. Participation in Summer School or Night School.

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

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

12. Charges for Food Consumed by Students.

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

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

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

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

13. Charges for Musical Extracurricular Activities.

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

- Band: \$_____
 - Students must provide their own instruments and marching band shoes, which must be 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 \$_____

14. Contributions for Junior and Senior Class Extracurricular Activities.

Students are eligible to participate in a number of unique extracurricular activities during their last two years 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 \$_____.

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: _____
Revised on: _____
Reviewed on: _____

5049 Firearms and Weapons

Weapons. No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy.

Definition of Weapon. The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

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

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

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or
2. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
3. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
4. Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are encased or are in a locked firearm rack that is on a motor vehicle; or

5. A handgun carried as a concealed handgun by a nonstudent adult in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area, except as prohibited by federal law.

Definition of Encased. The term “encased” means enclosed in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied, or otherwise fastened with no part of the firearm exposed.

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

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

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

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

Confiscation of Firearms. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm possessed in violation of this policy. By statute, any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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

5052 School Wellness Policy

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

1. Goals for Nutrition Promotion and Education

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

2. Goals for Physical Activity

- a. The school district’s curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.

- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

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

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

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

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:

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

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

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

6. Food and Beverage Marketing

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

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

advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

7. Public Participation

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

8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)

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

bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

9. Triennial Assessment

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

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

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

10. Public Notice

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

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

11. Recordkeeping

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

12. Operational Responsibility

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5062
Lice and Nits

Upon discovering the presence of live lice or louse eggs, the school will notify the student's parent(s) or guardian(s). The student will be isolated from contact with other students and their belongings, and a parent or guardian must pick the child up from school immediately.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5064
Supplement, Not Supplant

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

6003
Instructional Program

1. The minimum number of instructional hours in the school year will be 1,080 for grades 9 through 12, 1,032 for grades 1 through 8, and 400 for kindergarten, exclusive of lunchtime.

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

2. The district may establish special programs for individual students that may deviate from these requirements. All special programs must either be adopted pursuant to applicable law or approved by the superintendent in advance. Prior to the district's commencement of a specialized program, the district will provide the student's parents or guardians with notice of the program.
3. The board, acting with the advice of the administration and certificated staff, will adopt a curriculum and procure textbooks and materials to support that curriculum. The administration and certificated staff will design instructional strategies and assessments to implement the curriculum.
4. To the extent possible, practice for, travel to, and participation in activities sponsored by the Nebraska School Activities Association and the Nebraska Department of Education will be scheduled outside of instructional time. Individual student absences because of illness or family-centered activities will be governed by district attendance policies.
5. The board intends to strike a sensible balance between the time spent on academics and time spent on extra-curricular activities, acknowledging that both work and play are important in each student's total development and education.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6004 Curriculum Development

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

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

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

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

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

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

Curriculum and Textbook Adoption Schedule

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

SUBJECT AREAS	REVIEW	ADOPTION
Foreign Language Fine Arts/Music		
K-12 Language Arts		
Math		
Technology		
Science		
Physical Ed/Health		
Vocational		
Social Studies		
Financial Literacy		
Computer Science and Technology		

Adopted on: _____

Revised on: _____

Reviewed on: _____

6025
Student Cell Phone and Other Electronic Devices

[THIS POLICY CONTAINS SEVERAL OPTIONS. THERE ARE MORE PERMISSIVE OPTIONS AND MORE RESTRICTIVE OPTIONS. YOU SHOULD SELECT AND MAKE ANY NECESSARY CHANGES TO ONLY ONE OPTION AND DELETE THE REST]

(USE AT SCHOOL OPTION)

Students may use cell phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

(ONLY BEFORE/AFTER SCHOOL AND DURING PASSING AND LUNCH OPTION)

Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy or as deemed appropriate by a student's education team.

Students may use cell phones or other electronic devices on school sidewalks and in the common areas of the school before and after school, during passing periods, and during lunch so long as they do not create a distraction or a disruption and comply with all other policies and handbook provisions.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when the staff determines that such a search is reasonable or necessary.

Students may not have cell phones or electronic devices while they are in locker rooms, classrooms, or restrooms. During school hours student cell phones or electronic devices must remain in lockers, backpacks, or be locked in a personal vehicle. Students may use cell phones or other technology in classrooms only with the express permission of the classroom teacher.

Students are strictly prohibited from sending, sharing, viewing, or possessing pictures, text messages, emails or other material of a sexual nature in electronic or any other form on a computer, cell phone, or other electronic device while at school. Students who possess prohibited material on their cell phone or other electronic device while at school shall be subject to disciplinary consequences as articulated by the student handbook.

Students may not use cell phones or electronic communication devices while riding in school vehicles, including listening to music, unless they have permission to do so from the driver or other adult responsible for their supervision.

Students shall be personally and solely responsible for the security of their cell phones and pagers. The district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone.

Students who violate this policy or other school rules will have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after discussing the rule violation with the student and parent or guardian. Students who violate this policy may, at the discretion of the school's

administration, be subject to additional discipline, up to and including suspension or expulsion.

(YONDR BAG OR OTHER STORAGE SYSTEM OPTION)

Students may use cellular phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

Students may not use cellular phones in any classroom unless deemed appropriate by a student's education team. [INSERT YOUR STORAGE SYSTEM HERE; FOR EXAMPLE: The District will provide each student with a Yondr bag, and students must lock their cellular phone in the Yondr bag upon entering a classroom. The student may unlock the bag upon exiting the classroom at the end of the class period.]

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, e-mailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including or any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this

policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6038 Artificial Intelligence

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

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

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

necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

Legislative Information

June 14, 2023

SCHOOL FINANCE

LB 583 (Sanders) - Provide for foundation aid and special education supplemental aid under TEEOSA

- **PASSED**

- \$1,500 per pupil funding
- 80% reimbursement of SPED (outside formula) - currently it is 42%.

LB 681 (Clements) - Change Provisions relating to a fund and provide for transfers under TEEOSA.

- **PASSED**

- Labeled the Education Future Fund
- \$1 Billion in year 1
- \$250 Million per year after
- Protect Foundation Aid
- Protect 80% reimbursement of SPED
- “Increase funding for schools that create dollar-for-dollar property tax relief”
- Create one-time grant funds that promote CTE, teacher recruitment and retention, or promote student mentorship programs.

LB 589 (Briese) - Adopt the School District Property Tax Limitation Act.

- **PASSED**

- Base property tax request set at 3%
- Excluding approved bonds
- District may exceed 3%
 - 60% vote of the people in an election.
 - 75% vote of BOE
 - Up To
 - 471 students & below: 7%
 - 472-3,044: 6%
 - 3,045-10,000: 5%
 - Above 10,000: 4%

Legislative Information

June 14, 2023

LB 705 (Murman) - Change the distribution of lottery funds used for education. -

PASSED

- EDUCATION COMMITTEE'S PRIORITY BILL - Advanced to Final Reading.
- There have been several other bills attached to this piece of legislation:
 - LB 153 (DeBoer) Extraordinary increase in Special Education Expenditures Act.
 - LB 356 (Walz) Provide changes to the Nebraska Opportunity Grant Act
 - LB 372 (Murman) Part-time enrollment in public schools and extracurricular Activities
 - LB 385 (Linehan) Adopt the Nebraska Teacher Recruitment and Retention Act.
 - LB 414 (Conrad) Change provisions relating to the enrollment option program
 - LB 516 (Walz) Increase school safety and support student's mental health
 - LB 520 (Walz) Change the Computer Science and Technology Education Act
 - LB 603 (Linehan) Change the Alternative Certification for Quality Teachers Act
 - LB 632 (McKinney) Prohibit suspension of students in prekindergarten through second grade in Omaha area schools (amended to apply to ALL school districts)
 - LB 647 (McDonnell) Relating to the purchase and loan of textbooks for K-12 children enrolled in private schools
 - LB 648 (McDonnell) Provide duties to NDE relating to the development of a workforce diploma program
 - LB 698 (Murman) Change residency provisions for enrollment in a public college or university
 - LB 703 (Murman) Change provisions relating to the University of Nebraska
 - LB 708 (Arch) Requires state government entities to enter into a memorandum of understanding for the sharing of data relevant to students under the jurisdiction of the juvenile court
 - LB 724 (Vargas) Eliminate basic skill test requirements for eligibility for teaching certificates
 - LB 762 (DeBoer) Create the Nebraska Paraprofessional to Teacher Program
 - LB 787 (Wayne) Adopt the STEEM Development Act
 - LB 811 (Murman) Behavioral Intervention Training and Teacher Support Act.

Board of Education Regular Meeting
Thursday, May 11, 2023 6:30 P.M.
East Butler School - Brainard, NE

1. Call Meeting To Order at 6:30 P.M.

2. Roll Call - Present: Brandon Jisa, Megan Kozisek, Ryan Pekarek, Dylan Spatz, Sarah Strizek, and Kim TePoel. Also present: Mr. Michael Eldridge, Superintendent, Mr. Mark Cidlik, Secondary Principal, and Mr. Shawn Biltoft, Elementary Principal.

3. Flag Salute

4. Approve Agenda

Motion to approve the agenda as presented passed with a motion by Dylan Spatz and a second by Ryan Pekarek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

5. Patron's Comments

6. Informational Items

6.1. Student Presentation - Miranda Strizek shared with the Board her experience with being a SkillsUSA state officer.

6.2. Legislative Update - Mr. Eldridge informed the Board on pieces of legislation that are being watched.

6.3. Summer Projects Update - Mr. Eldridge updated the Board on the progress of the summer projects.

6.4. School Bank Depository Discussion - Information has been gathered from three banks - Bank of the Valley, Bank of Prague, and First Nebraska Bank - Brainard Branch. The discussion involved the current district's interest rates on the accounts that are established at First Nebraska Bank - Brainard Branch. Those rates were

compared to what the Bank of the Valley and the Bank of Prague would offer the school district. No decision was made regarding this item.

6.5. Extra-Duty Assignments for the 2023-2024 School Year - We still have the following positions open: Junior High Volleyball, High School Assistant Girls' Basketball, and E-Sports

7. Consent Agenda

7.1. Approval of Minutes

7.2. Treasurer's Report

7.3. Approval of Resignations and Hires - Hire of Jody Meister as the new Brainard Preschool teacher for the 2023-2024 school year.

Motion to approve the consent agenda as presented passed with a motion by Brandon Jisa and a second by Ryan Pekarek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

8. Regular Agenda

8.1. Discuss, consider, and take any necessary action on the proposed softball practice field lease with the Village of Brainard.

Approved proposed softball practice field lease for 10 years with cost of \$1 a year and payment due on July 1 passed with a motion by Dylan Spatz and a second by Kim TePoel. This will now need to be approved by the Village of Brainard Board.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

9. Administrative Comments - Mr. Cidlik reported on: ESU 7 Principal's Meeting; 7-12 Master Schedule; Americanism Law; Senior Schedule; Secondary Students' Events; and Testing. Mr. Biltoft reported on: Reading and Math Program (RAMP); Field Day/Last Day; Tiger Kids Club Update; Family Walk Night; Sheltered Reality Presentation; and additional items. Mr. Eldridge gave a budget update.

10. Items for next Meeting - Cognia Accreditation Discussion; Softball Lease; Summer Project Update; KSB School Law Policy Updates; Superintendent Evaluation; and Vehicle Purchase.

11. Adjournment

Motion at 7:53 P.M. to adjourn passed with a motion by Dylan Spatz and a second by Ryan Pekarek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

Kim Fuehrer
Recording Secretary

Regular; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 01

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	PROPERTY TAXES	6,149,959.00	0.00	5,293,666.76	86.08	856,292.24
01 1115	CARLINE	2,500.00	0.00	1,951.84	78.07	548.16
01 1120	PUBLIC POWER DISTRICT-SALES TAX	8,000.00	0.00	7,762.02	97.03	237.98
01 1125	MOTOR VEHICLE TAXES	285,000.00	0.00	229,278.70	80.45	55,721.30
01 1370	PRE-SCHOOL TUITION	10,000.00	0.00	12,754.00	127.54	(2,754.00)
01 1510	INTEREST	3,000.00	0.00	2,087.98	69.60	912.02
01 1800	COMMUNITY SERVICE ACTIVITIES	0.00	0.00	6,800.00	0.00	(6,800.00)
01 1911	LOCAL LICENSE FEES	0.00	0.00	1,860.00	0.00	(1,860.00)
01 1990	MISC LOCAL REV	4,000.00	0.00	0.00	0.00	4,000.00
Subtotal: LOCAL RECIEPTS		6,462,459.00	0.00	5,556,161.30	85.98	906,297.70
01 2110	COUNTY FINES/LICENSES	25,000.00	0.00	17,133.57	68.53	7,866.43
01 2130	OTHER COUNTY RECEIPTS	0.00	0.00	43.02	0.00	(43.02)
01 2210	ESU RECEIPTS	30,000.00	0.00	264.44	0.88	29,735.56
Subtotal: 2000		55,000.00	0.00	17,441.03	31.71	37,558.97
01 3110	STATE AID	53,932.00	0.00	48,537.00	90.00	5,395.00
01 3120	SPED PROGRAMS/SCHOOL AGE	450,000.00	0.00	341,918.00	75.98	108,082.00
01 3125	SPED TRANSPORTATION/SCHOOL AGE	50,000.00	0.00	12,969.00	25.94	37,031.00
01 3130	HOMESTEAD EXEMPTION	0.00	0.00	31,759.69	0.00	(31,759.69)
01 3400	STATE APPORTIONMENT	40,000.00	0.00	71,920.32	179.80	(31,920.32)
01 3990	OTHER STATE RECEIPTS	0.00	0.00	40.65	0.00	(40.65)
Subtotal: 3000		593,932.00	0.00	507,144.66	85.39	86,787.34
01 4105	UNIVERSAL SERVICES E-RATE	7,000.00	0.00	0.00	0.00	7,000.00
01 4310	REAP	0.00	0.00	27,301.00	0.00	(27,301.00)
01 4505	TITLE I	0.00	0.00	24,625.00	0.00	(24,625.00)
01 4511	TITLE VI (REAP)	27,355.00	0.00	0.00	0.00	27,355.00
01 4518	SPED IDEA Part B	50,000.00	0.00	94,571.00	189.14	(44,571.00)
01 4708	MEDICAID IN PUBLIC SCHOOLS	10,000.00	0.00	39,236.96	392.37	(29,236.96)
01 4998	ESSER III	114,584.00	0.00	66,967.00	58.44	47,617.00
Subtotal: 4000		208,939.00	0.00	252,700.96	120.94	(43,761.96)
01 5200	TRANSFERS	0.00	0.00	312,039.19	0.00	(312,039.19)
01 5690	OTHER NON-REVENUE RECEIPTS	15,000.00	0.00	23,323.41	155.49	(8,323.41)
Subtotal: 5000		15,000.00	0.00	335,362.60	2,235.75	(320,362.60)
01 6406	IDEA	0.00	0.00	1,561.00	0.00	(1,561.00)
01 6422	IDEA	0.00	0.00	934.00	0.00	(934.00)
Subtotal: 6000		0.00	0.00	2,495.00	0.00	(2,495.00)
01 9000	NON-PROGRAM RECEIPTS	650,000.00	0.00	0.00	0.00	650,000.00
Subtotal: NON-PROGRAM RECEIPTS		650,000.00	0.00	0.00	0.00	650,000.00
Fund Total:		7,985,330.00	0.00	6,671,305.55	83.54	1,314,024.45

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	FUND BALANCE	*Previous Balance				146.40
		*Ending Balance:	0.00	0.00	0.00	146.40
05 704 2001	ACADEMIC DECATHALON	*Previous Balance				1,080.80
		*Ending Balance:	0.00	0.00	0.00	1,080.80
05 704 2002	AG PROJECTS	*Previous Balance				1,056.35
		*Ending Balance:	0.00	0.00	0.00	1,056.35
05 704 2003	ANNUAL	*Previous Balance				7,164.09
		*Ending Balance:	0.00	0.00	0.00	7,164.09
05 704 2004	ATHLETIC	*Previous Balance				19,838.66
		*Ending Balance:	0.00	0.00	0.00	19,838.66
05 704 2005	BOX TOPS/ PPT	*Previous Balance				6,972.50
		*Ending Balance:	0.00	0.00	0.00	6,972.50
05 704 2006	CHEERLEADERS	*Previous Balance				3,019.19
		*Ending Balance:	0.00	0.00	0.00	3,019.19
05 704 2007	CLOSE UP	*Previous Balance				7,891.47
		*Ending Balance:	0.00	0.00	0.00	7,891.47
05 704 2008	COLLEGE ACCESS GRANT	*Previous Balance				1,710.73
		*Ending Balance:	0.00	0.00	0.00	1,710.73
05 704 2009	CONCESSIONS	*Previous Balance				2,957.56
		*Ending Balance:	0.00	0.00	0.00	2,957.56
05 704 2010	DANCE TEAM	*Previous Balance				204.51
		*Ending Balance:	0.00	0.00	0.00	204.51
05 704 2011	DRAMA	*Previous Balance				2,538.08
		*Ending Balance:	0.00	0.00	0.00	2,538.08
05 704 2012	DRUG FREE PROGRAM	*Previous Balance				395.49
		*Ending Balance:	0.00	0.00	0.00	395.49
05 704 2013	EB SCOREBOARD	*Previous Balance				26,000.00
		*Ending Balance:	0.00	0.00	0.00	26,000.00
05 704 2014	FBLA	*Previous Balance				1,492.85
		*Ending Balance:	0.00	0.00	0.00	1,492.85
05 704 2015	FCCLA	*Previous Balance				1,931.71
		*Ending Balance:	0.00	0.00	0.00	1,931.71

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 2016	FFA	*Previous Balance				20,067.50
		*Ending Balance:	0.00	0.00	0.00	20,067.50
05 704 2017	FFA GREENHOUSE	*Previous Balance				11,896.16
		*Ending Balance:	0.00	0.00	0.00	11,896.16
05 704 2022	CLASS OF 2022	*Previous Balance				0.00
		*Ending Balance:	0.00	0.00	0.00	0.00
05 704 2023	CLASS OF 2023	*Previous Balance				2,544.42
		*Ending Balance:	0.00	0.00	0.00	2,544.42
05 704 2024	CLASS OF 2024	*Previous Balance				2,079.67
		*Ending Balance:	0.00	0.00	0.00	2,079.67
05 704 2025	CLASS OF 2025	*Previous Balance				3,663.00
		*Ending Balance:	0.00	0.00	0.00	3,663.00
05 704 2026	CLASS OF 2026	*Previous Balance				336.10
		*Ending Balance:	0.00	0.00	0.00	336.10
05 704 3001	LAPTOP INITIATIVE	*Previous Balance				23,982.08
		*Ending Balance:	0.00	0.00	0.00	23,982.08
05 704 3002	LETTERCLUB	*Previous Balance				1,384.94
		*Ending Balance:	0.00	0.00	0.00	1,384.94
05 704 3004	MUSIC	*Previous Balance				304.73
		*Ending Balance:	0.00	0.00	0.00	304.73
05 704 3005	NATIONAL HONOR SOCIETY	*Previous Balance				140.73
		*Ending Balance:	0.00	0.00	0.00	140.73
05 704 3006	SPEECH	*Previous Balance				17.76
		*Ending Balance:	0.00	0.00	0.00	17.76
05 704 3007	STUDENT COUNCIL	*Previous Balance				2,446.75
		*Ending Balance:	0.00	0.00	0.00	2,446.75
05 704 3008	TIGER STRIPES	*Previous Balance				0.00
		*Ending Balance:	0.00	0.00	0.00	0.00
05 704 3009	WR SPIRIT LEADERS	*Previous Balance				514.69
		*Ending Balance:	0.00	0.00	0.00	514.69
05 704 3010	SKILLS USA	*Previous Balance				2,069.20
		*Ending Balance:	0.00	0.00	0.00	2,069.20

Activity Fund Balance Report - Account - Exclude Encumbrances
06/2023 - 06/2023

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 3011	CAREER TECHNICAL EDUCATION	*Previous Balance				8,952.48
		*Ending Balance:	0.00	0.00	0.00	8,952.48
05 704 3012	ESPORTS	*Previous Balance				14.02
		*Ending Balance:	0.00	0.00	0.00	14.02
05 704 3013	VOLLEYBALL	*Previous Balance				850.00
		*Ending Balance:	0.00	0.00	0.00	850.00
		Fund Total: 05	0.00	0.00	0.00	165,664.62

Treasurer's Report for the Board of Education
June 14, 2023
Month of May 2023

General Fund

Beginning of the Month Balance	\$ 1,230,899.28
Receipts	\$ 1,712,837.19
Interest	\$ 696.38
Expenditures	\$ 714,263.12
End of Month Balance	\$ 2,230,169.73
MCAULIFFE PRIZE 12 MONTH (due 04/5/21)	\$ 535.15
BANK OF PRAGUE 24 MONTH (due 10/1/22)	\$ 410,684.64

Special Building Fund

Beginning of the Month Balance	\$ 574,402.30
Butler County Taxes	\$ 108,651.82
Saunders County Taxes	\$ 77,791.59
Seward County Taxes	\$ 19,330.56
Receipts	\$ 205,773.97
Interest	\$ 251.58
Expenditures	\$ 4,912.32
End of Month Balance	\$ 775,515.53
FIRST NEBRASKA BANK 12 MONTH FLEX (due 06/10/21)	\$ 0.00

Qualified Capital Purpose Undertaking Fund

Beginning of the Month Balance	\$ 193,562.43
Receipts	\$ 26,364.80
Interest	\$ 72.78
Expenditures	\$ 8,972.50
End of Month Balance	\$ 211,027.51

Student Fees Fund

Beginning of the Month Balance	\$ 9,984.22
Receipts	\$ 8,927.58
Service Charge	\$ 3.00
Expenditure	\$ 285.00
End of Month Balance	\$ 18,623.80

Depreciation Fund

Beginning of the Month Balance	\$ 75,803.09
Receipts	\$ 0.00
Transfer	\$ 0.00
Interest	\$ 77.78
Expenditures	\$ 0.00
End of Month Balance	\$ 75,880.87

Employee Benefit Fund

Beginning of the Month Balance	\$ 6,711.24
Receipts	\$ 0.00
Transfer	\$ 0.00
Interest	\$ 2.37
Expenditures	\$ 349.10
End of Month Balance	\$ 6,364.51

Nebraska Liquid Asset Fund

Beginning of the Month Balance	\$ 0.06
Receipts	\$ 0.00
Interest	\$ 0.00
Expenditures	\$ 0.00
End of Month Balance	\$ 0.06

Activity Fund

Beginning of the Month Balance	\$ 119,663.54
Receipts	\$ 40,864.67
Interest	\$ 44.46
Expenditures	\$ 22,263.20
End of Month Balance	\$ 138,309.47
First Nebraska Bank - 18 mo (Close Up CD #1353)	\$ 2,591.46
First Nebraska Bank - 12 mo (Close UP CD# 1514)	\$ 2,408.22

Lunch Fund

Beginning of the Month Balance	\$ 77,200.84
Receipts	\$ 11,373.86
Interest	\$ 28.32
Expenditures	\$ 12,708.95
End of Month Balance	\$ 75,894.07

PAID IN MAY 2023				
PRE-APPROVED BILLS (GENERAL FUND)				
5/5/23				
Crowne Plaza Hotel		Chk# 42201	Hotel Rooms for NRCSA	\$1,819.30
5/8/23				
First National Bank - CC		Chk# 42210	FFA Rooms, External Visit Snacks, Candy	\$1,549.35
First National Bank - CC		Chk# 42211	Board Dinner, Timer, Sam's Club, Red Cro	\$1,279.89
5/11/23				
Butler Public Power District		Chk# 42212	Dwight electricity	\$575.75
NE Council of School Administrators		Chk# 42213	NCE Conference Registration	\$600.00
5/17/23				
Home Depot Credit Services		Chk# 42214	Foam Paint Brush Set	\$40.45
US Postal Service		Chk# 42215	Postage Paid Envelopes - both sets	\$2,209.60
5/19/23				
El Centenario		Chk# 42216	EOY Staff Lunch provided by the Board	\$570.00
Kelly Lingenfelter		Chk# 42217	EOY Staff Breakfast	\$701.50
5/23/23				
Leslie Holthus		Chk# 42218	Music Accompanist Hours	\$800.00
The Kim Foundation		Chk# 42219	Mental Health Conference	\$175.00

5/30/23				
Cash - First Nebraska Bank		Chk# 42220	Skills USA Nationals Per Diem	\$240.00
Cash - First Nebraska Bank		Chk# 42221	Petty Cash for Postage	\$75.67
			TOTAL	\$10,636.51

June 14, 2023				
SPECIAL BUILDING FUND BILLS				
Electronic Sound Inc		Chk# 1266		
		\$1,336.00		
Klement Electric, Inc		Chk# 1267		
		\$1,778.40		
BP Sprinkler LLC		Chk# 1268		
		\$910.78		
Select Plumbing Inc		Chk# 1269		
		\$887.14		
Hilltop Rolloffs DBA Callaway Rolloffs		Chk# 1270		
		\$525.00		
Truist Governmental Finance		Chk# 1271		
		\$184,996.25		
Total		\$190,433.57		
DEPRECIATION FUND BILLS				
No Depreciation Bills in May				
QUALIFIED CAPITAL IMPROVEMENT PURPOSE UNDERTAKING FUND (QCPUF)				
No QCPuf bills in May				

	<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>	
Check Date:		06/20/2023	Batch Description: June PR-0008					
Processing Month:		06/2023	Status:		Calculated Successfully			
Checking Account ID:		1						
ADD								
ACTIVITYTR Activity trips			663.00					
COVER Covering Classes			6,880.00					
COVERTIGER Cover Tiger Kids Club			150.00					
HOLIDAY Holiday Pay			1,153.92					
HOURLY Hourly Pay			62,570.89					
OT Overtime Pay			2,286.50					
PARASUB ParaEducator Substitute			850.00					
PERSONAL Personal Time			1,202.24					
PERSTIME Unused Personal Day			1,350.00					
SICK Sick Time Used			876.64					
SICKTIME Unused Sick Leave			2,125.00					
SUB Substitute			7,350.00					
SUBDRIVER Substitute Bus Driver			131.28					
VACATION Vacation Time			271.72					
			87,861.19					
CONTRACT								
C01 Contract 1			228,549.45					
C02 Contract 2			16,653.53					
C03 Deduct			(3,057.02)					
C04 Title 1			2,532.52					
C05 Extra Services			552.03					
			245,230.51					
DEDUCTION								
ACCIDENT ACCIDENT		175.11			175.11	AFLACREMI	AFLAC REMITTANCE SERVICES	
ACCIDENTCO ACCIDENT-COLONI		150.65			150.65	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO	
CANCER CANCER		75.98			75.98	AFLACREMI	AFLAC REMITTANCE SERVICES	
CANCERCOLO CANCER-COLONIAL		44.20			44.20	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO	
DENTALPOST FAMILY DENTAL		962.20	1,783.46		2,745.66	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE	
DENTALPRE DENTAL		258.63	234.20		492.83	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE	
DEPCARE DEPENDENT CARE		141.67			141.67	EASTBTLR2R	EAST BUTLER SCHOOL DIST 2R	
HEALTH HEALTH INSURANC		1,638.75	78,463.76		80,102.51	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE	
HORACEMANN HORACE MANN ANN		100.00			100.00	HORACEMAN	HORACE MANN LIFE INS CO	
HOSPPRE HOSPITAL - PRET		240.11			240.11	AFLACREMI	AFLAC REMITTANCE SERVICES	
URM URM		1,313.17			1,313.17	EASTBTLR2R	EAST BUTLER SCHOOL DIST 2R	
VALKGARNIS Garnishment 2		241.50			241.50	CREDITMANA	CREDIT MANAGEMENT SERVICES	
VISION VISION		639.71			639.71	VISION	VISION SERVICE PLAN	
WADREED FTC ANNUITY		933.57			933.57	WADDELLAN	FTC	
		6,915.25	80,481.42	0.00	87,396.67			
INDIVIDUAL BANK ACCOUNT DEDUCTION								
HSA HSA		739.35	2,457.41		3,196.76			D
		739.35	2,457.41	0.00	3,196.76			
RET DEDUCTION								
NPERS RETIREMENT	319,914.80	31,287.64	31,600.60		62,888.24	RET	NEBRASKA SCHOOL RETIREMENT A SYS	
		31,287.64	31,600.60	0.00	62,888.24			
TAX								
FIT FIT	295,992.87	22,891.28			22,891.28	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
FUTA FUTA	333,045.42							
MEDICARE MEDICARE	328,314.08	4,760.63	4,760.63		9,521.26	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
SITNE SIT NE	295,992.87	10,925.42			10,925.42	SITNE	NEBRASKA DEPARTMENT OF REVENUE	A
SOCSEC SOC SEC	328,314.08	20,355.48	20,355.48		40,710.96	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A

Payroll Register - Totals
Unposted; Payroll Type Extra, Pay Off Contracts, Regular, Void

<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>
	333,045.42					
	333,045.42					
	58,932.81	25,116.11	0.00	84,048.92		

Checking Account ID: 1
SUTANE SUTA NE
WCNE WORK COMP NE

Net Pay: 235,216.65
Cash Total: 472,747.24

Non - FIT Taxable Deductions	37,098.83
Non - SIT Taxable Deductions	37,098.83
Non - SOC SEC Taxable Deductions	4,777.62
Non - MEDICARE Taxable Deductions	4,777.62
Direct Deposits	238,413.41
Automatic Payments	146,937.16
Adds + Contracts + Deduction Adds	333,091.70

Vendor Name	Vendor Description	Amount
Checking Account ID 1	Fund Number 01 GENERAL FUND	
ACCO BRANDS USA LLC		1,812.41
AKRS EQUIPMENT		128.74
AMAZON CAPITAL SERVICES		4,194.03
AMERICOM COMMUNICATIONS CORPORATION		6,210.00
APPLE COMPUTER INC		28,440.00
APTEGY, INC		13,816.50
B.J. HARDWARE		90.33
BALE COMPANY		226.45
BURESH LAWN CARE		12,500.00
BUTLER COUNTY CLINIC		185.00
BUTLER COUNTY HEALTH CARE CENTER		1,402.75
BUTLER COUNTY WELDING		632.00
BYRKIT PIANO SERVICE		250.00
CANON FINANCIAL SERVICES		3,272.68
CANON SOLUTIONS AMERICA INC		199.53
CENTRAL NEBRASKA REHABILITATION SERVICES		470.38
CLASSLINK, INC		3,790.50
CTF SERVICE INC		258.67
CULLIGAN OF COLUMBUS		227.00
DALE'S FOOD PRIDE		19.64
DAVID CITY ACE HARDWARE		57.12
DIVERSIFIED DRUG TESTING		410.00
EAKES OFFICE SUPPLY		196.87
ELECTRONIC ENGINEERING COMPANY		517.50
EMANUEL PRINTING, INC		279.40
ESU #7		40,901.04
FAMILY SERVICE		5,849.50
FRONTIER COOPERATIVE CO		4,987.70
HERMELBRACHT, BRIAN		45.58
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		39,196.04
JANDA, MICHELLE		1,608.15
JW PEPPER AND SON INC		77.74
KSB SCHOOL LAW		1,250.00
LINCOLN JOURNAL STAR		281.46
MADISON NATIONAL LIFE INS CO		742.58
MCGEE, DOUGLAS		448.00
MENARD'S 27TH		35.96
MIDWEST TECHNOLOGY PRODUCTS		68.86
MYSTERY SCIENCE		395.00
NCECBVI		1,560.00
NEBRASKA ASSOCAITION FOR CURRICULUM, INSTRUCTION & ASSESSMENT		40.00
NEBRASKA COUNCIL OF SCHOOL ADMINISTRATORS		1,595.00
NEBRASKA DEPARTMENT OF ED		125.00
NELSON, MOLLY		26.83
OMAHA WORLD HERALD		1,637.00
ORIENTAL TRADING COMPANY		90.52
PALENSKY, CHRISTOPHER		2,154.00
PAPER TIGER SHREDDING		75.00
PITSCO EDUCATION, LLC		1,522.50
PLAYSCRIPTS		356.21
POWERSCHOOL GROUP LLC		495.00
QUILL CORPORATION		217.76
REGION V SERVICES		1,015.81

Vendor Name	Vendor Description	Amount
S & S WORLDWIDE		11.12
SCHOOL HEALTH CORPORATION		210.81
SCHOOL NURSE SUPPLY		98.85
SCHOOL SPECIALTY LLC		638.38
SCHUYLER COOP ASSOCIATION		2,432.50
SEESAW LEARNING INC		999.00
STAPLES ADVANTAGE		351.62
STRIV, INC		121.38
TECH MASTERS		493.00
TRANE U.S. INC		194.00
VILLAGE OF BRAINARD		7,527.67
VILLAGE OF DWIGHT		283.75
VILLAGE OF PRAGUE		16.00
WAHOO-WAVERLY-ASHLAND NEWSPAPERS		180.34
WASTE CONNECTIONS OF NEBRASKA		768.60
WINDSTREAM CONNECTIONS OF NEBRASKA		1,226.88
Fund Number 01		<hr/> 201,939.64
Checking Account ID 1		<hr/> 201,939.64

LEASE AGREEMENT

This Agreement is made by and between **Butler County School District 12-0502**, commonly known as **East Butler Public Schools**, a Nebraska political subdivision ("Lessor"), and the **Village of Brainard, Nebraska**, ("Lessee"). For good and valuable consideration, the parties hereto agree as follows:

- 1. Leased Premises.** The Lessor leases to the Lessee the use of the following real property: Parcel 1. A 295' x 340' tract on the Southern portion of Tax Lot 9, of Section 18, Township 14, North, Range 4, East of the 6 P.M., Butler County, Nebraska. The real property is rented "as is."
- 2. Use of Leased Premises.** Lessee shall use the Leased Premises for community baseball/softball diamond facility and related recreational activities. Lessee shall not use the Leased Premises for any other purpose without the prior written consent of the Lessor. Lessee may use the Leased Premises on the terms and conditions specified herein. Lessee understands and agrees that it will not exercise the rights granted to it by the Lessor in such a way as to interfere with or adversely affect (1) any other property of the Lessor or (2) the operation and control of any of the programs of the Lessor. Lessor, and its agents and invitees, shall retain primary use of the Leased Premises, and Lessee's right of usage shall be secondary, inferior, and subject to Lessor's primary right. Lessee agrees that it shall schedule events to prevent or minimize the overlapping use of the Leased Premises, and in the event that a conflict of usage occurs, Lessor shall have first option or right of exclusive usage of the Leased Premises.

Lessee further agrees that it will not allow any consumption of alcohol, drugs, or other controlled substances, gambling, or other immoral or unlawful activity upon the Leased Premises. Lessee shall not allow any activity on the Leased Premises which would be considered a nuisance activity to Lessor or adjoining landowner, or which are not in harmony with its usage as a baseball/softball diamond facility.

To accomplish this covenant, Lessee shall erect, post, and continuously maintain during the term of this Lease a sign of at least two foot by three foot size, near the main entrance, stating that alcohol or unlawful activity will not be allowed on the premises.

Lessor and its agents and invitees retain the right of entry to the Leased Premises at any time and for any purpose.

- 3. Control and Supervision.** Lessee shall be responsible for the supervision and safety of all persons who use or visit the Leased

Premises. Lessee shall exercise that degree of control and supervision as is necessary to manage the Leased Premises effectively. Such control and supervision will include the enforcement of rules and regulations for the safety of persons who visit or use the Leased Premises.

4. Equipment and Supplies. Lessee shall provide all resources, equipment, and supplies necessary for its use of the Leased Premises.

5. Use of Leased Premises by Other Persons or Organizations. Lessee may allow other parties not subject to this Agreement to use the Leased Premises. Lessee will abide by Lessor policies and will require all third parties using the Leased Premises to also comply with such policies or resolutions.

6. Maintenance and Repair.

6.1. General. Lessee, at its sole expense, shall repair and maintain in good and clean condition the grounds, fixtures, and equipment, and improvements located on or about the Leased Premises. Lessee acknowledges that the present condition of the Leased Premises is in good order and repair and that it has inspected the condition of the premises and accepts said premises in its present condition. Lessee shall be solely responsible for disposing of all trash, litter, and rubbish accumulated on the Leased Premises. The lessor shall be solely responsible for the upkeep, maintenance, and replacement of all boundary fences to the Leased Premises. The lessor shall be responsible for all mowing.

6.2. Restrooms. Lessor shall permit Lessee the use of the restroom facilities of the Leased Premises during reasonable hours, provided that Lessee shall provide maintenance and care of such facilities during periods of such usage.

6.3. Parking. Lessee agrees to develop the road adjoining Parcel 1 to be used for diagonal parking of vehicles. Lessee will place parking barriers east of the fence to provide a walkway in front of said vehicles. The lessee will cover the parking area with either crushed rock or asphalt and will be responsible for the operation and maintenance of the parking area.

6.4. Trees. Lessee shall be permitted to remove and relocate trees as located on Parcel 1 of the Leased Premises for the purpose of construction, with the approval of the Lessor.

7. Utilities. The Lessee shall provide for all electricity consumed on the Leased Premises. On Parcel 1 of the Leased Premises, during the period of May 10 to September 10 of each year of this Agreement, Lessee shall pay for all water, fertilizer, chemicals, and garbage removal necessary to keep Parcel 1 in good condition and repair.

- 8. Term.** This Agreement shall remain in full force and effect from July 1, 2023, through June 30, 2033, unless sooner terminated or modified by mutual agreement of the parties. Any termination or modification must be preceded by thirty (30) days' written notice. The term of this Agreement may be extended for any further term or terms as the parties may from time to time mutually agree. Upon termination of this Agreement, the rights of Lessee shall terminate, and all rights granted to Lessee hereunder shall revert to the Lessor.
- 9. Cost of the Lease.** Lessee agrees to pay rent at the rate of \$1 per year for 10 years. A payment in the amount of \$10 shall be due on or before July 1, 2023. Failure to provide rent on a timely basis will constitute a material breach of this Agreement and constitutes grounds for immediate termination of the Agreement without notice as otherwise required in this Agreement.
- 10. Alterations.** Lessee shall not remodel, alter, or change the Leased Premises without the prior written consent of the Lessor except as specifically provided otherwise in this Agreement. Prior to making any alteration requiring Lessor's consent, Lessee shall submit plans for such alteration to the Lessor for the Lessor's review and approval. Costs relating to any alteration to the Leased Premises by Lessee with the consent of the Lessor shall be paid by Lessee unless the Lessor and Lessee otherwise agree in writing.
- 11. Signs.** Lessee must obtain the Lessor's prior written consent before installing any new sign on Lessor property or the Leased Premises. All signs shall comply with all applicable local, state, and federal laws and ordinances, and the requirements of the Lessor.
- 12. Ownership.** The Leased Premises and all improvements relating thereto, including any replacement thereof, shall at all times be and remain the sole and exclusive property of the Lessor. Lessee shall have no right, title, or interest therein or thereto; provided, however, Lessee's personal property located in or on the Leased Premises shall remain the property of Lessee.
- 13. Fixtures.** The following fixtures, equipment, and improvements erected on the Leased Premises by Lessee shall remain the sole property of the Lessee: _____ . Lessee may remove any such property from the leased premises at any time during or upon a reasonable time after termination of this Agreement.
- 14. Default.** Lessee shall be in default under this Agreement if it breaches, defaults on, or otherwise fails to perform or satisfy any agreement,

obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after Lessee receives written notice of such breach or failure to perform from the Lessor; or, if such breach cannot reasonably be cured within such 30-day period, and Lessee fails to commence to cure such breach within such thirty (30) days after notice from the Lessor or fails to proceed diligently to cure such breach within a reasonable time thereafter.

14.1. Upon the occurrence of an event of default, the Lessor may, in addition to any other remedy or right given by law, terminate this Agreement by delivery of written notice of such termination to Lessee and, thereupon, the Lessor may enter the Leased Premises or any portion thereof, upon the dates specified in such notice; and the Lessor shall be entitled to retake possession of the Leased Premises. If the Lessor elects to terminate the agreement as provided in this paragraph, Lessee shall forfeit all rights relating to the Leased Premises.

14.2. No remedy herein conferred upon or reserved to the Lessor is intended to be exclusive of any other remedy herein or any remedy provided or permitted by law; but each shall be cumulative, shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently, independently or successively.

15. Assignment and Subletting. Lessee shall not assign any rights in this agreement or sublet the Leased Premises without the express written consent of the Lessor.

16. Insurance. Lessee shall maintain, at its sole cost and expense, public liability insurance to protect against liability incidents to the use of or resulting from any accident occurring in, on, or about the Leased Premises. The minimum coverage under such insurance shall be \$1,000,000 for one accident and \$4,000,000 in the aggregate. Lessee agrees to cause the Lessor to be named as an additional insured on the policy described in this paragraph and shall take any other action which is necessary and effective to obtain a waiver of subrogation from the insurer such that neither Lessee nor the Lessor shall be liable to the insurer for negligence.

17. Compliance with Law. Lessee shall comply with all laws, orders, ordinances, and other public requirements now or later pertaining to Lessee's use of the Leased Premises. Lessor shall comply with all laws, orders, ordinances, and other public requirements now or later affecting the Leased Premises. Lessor shall ensure that the Leased Premises meets all current applicable code requirements, including but not limited to

fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines.

- 18. Notices.** Notices required under this Agreement shall be sufficient if in writing and if personally delivered or mailed by certified mail, return receipt requested to the addressee at its address listed below:

Lessor: East Butler Public Schools
Attn: Superintendent
212 S. Madison Street
Brainard, NE 68626

Lessee: Village of Brainard
Attn: _____

Brainard, NE 68626

- 19. Indemnification.** To the extent allowed by law, the Lessee hereby waives and agrees to indemnify and save harmless the Lessor and its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against the other party's Indemnities in consequence of the performance of this agreement, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the Lessor or its Indemnities. The parties' obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement.

- 20. Damage or Destruction.** If the Leased Premises, or any portion thereof, are so damaged or destroyed by fire or other casualties, then Lessor and Lessee shall each have the right of canceling this Agreement by giving written notice to the other, within thirty (30) days of such damage, and the proceeds of any fire and extended coverage insurance policy shall be paid to, and the sole property of Lessor. If this Agreement is not terminated pursuant to this paragraph, then such insurance proceeds shall be applied to repair the improvements on the Leased Premises. Lessor is solely responsible for the clean-up, repair, and rebuilding of the Leased Premises, and for returning the same to its original condition.

- 21. Nondiscrimination.** The parties and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for the performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

- 22. Employment Eligibility Verification.** Lessee shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009, and who are physically performing services within the State of Nebraska. If Lessee employs or contracts with any Subcontractor in connection with this Agreement, Lessee shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 23. Applicable Law.** This Agreement shall be governed by the laws of the State of Nebraska.
- 24. Entire Agreement.** This Lease constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Lessor or Lessee to the other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.
- 25. Amendment.** Any amendments to this Agreement shall be valid only upon the mutual agreement of the Lessor and Lessee and when reduced to writing.

**East Butler Public Schools
Lessor**

**Village of Brainard, Nebraska
Lessee**

By: _____
Board President

By: _____
Chairman, Board of Trustees

Date: _____, 2023

Date: _____, 2023

AMENDED CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT (herein Contract) is made by and between the Board of Education of the East Butler Public School District hereinafter referred to as "the Board," and Michael Eldridge, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 8th day of June, 2022, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of three (3) years beginning on the 1st day of July, 2021, and expiring on the 30th day of June, 2024. A "Contract Year" for purposes of this Contract shall be from July 1 to June 30 and consist of 260 work days, and the Superintendent shall be on duty on all week days during "Duty-Time" as that term is defined herein, except legal holidays and days elected as vacation as provided herein. Extensions ("roll-overs") of this Contract may occur as follows:

A. "Superintendent's Notice of Intent to Extend. The Superintendent shall, between December 1st and December 31st of the last Contract Year of the Contract, give the President of the Board a "Superintendent's Notice of Intent to Extend," which is a written notice that the Superintendent intends to extend the Contract, with the term of the Extended Term to be no shorter than one year, and no greater than three years, and agreed upon by the Board. In an Extended Term, the Superintendent's Notice of Intent to Extend shall be given between December 1st and December 31st of the last year of the Extended Term. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended."

B. "Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall have until on or before April 15th of the last Contract Year to give the Superintendent a "Notice of Intent to Not Extend," which is a written notice that the Board does not want to extend the Contract. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term equal to length of the previous Contract term, initial or extended. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term equal in length of the previous Contract term, initial or extended."

2. Salary: The annual salary for the 2022-23 contract year shall be \$132,651.00. The annual salary for any subsequent year of this Contract will be set by the Board in or prior to the month of January preceding any subsequent Contract Year. An increase in annual salary shall not be less than 0% or greater than 3%, annum, in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Vacation. The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).

B. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. The maximum vacation allotment that may be carried over from one contract year to another contract year shall be five (5) days which, when added to the ensuing year's allotment shall yield a maximum number of available vacation days of twenty five (25) at any time during the Superintendent's employment. Once this maximum of twenty five (25) available days is accumulated, no further vacation days will be granted for the ensuing contract year or years until said available vacation is less than the twenty five (25) day maximum and then only to the extent necessary to restore the total number of available vacation days to the maximum of twenty five (25) days. At the end of the contract or upon ending employment, a maximum of twenty (20) unused vacation will be paid at the effective daily rate of pay (per diem based on salary only). There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.

C. Sick Leave. The Superintendent shall be allowed ten (10) working days of sick leave each contract year, cumulative to forty-five (45) sick leave days. At the end of the Contract or upon ending employment, a maximum of ten (10) unused sick leave days will be paid at the effective daily rate of pay (per diem based on salary only). There shall be no pay for unused sick leave days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.

D. i. Holidays. The following days shall be holiday days and not working days: Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Years Day.

ii. Floating Holidays. The following days shall be floating holiday days and taken as days off when it does not interfere with Superintendent duties: Martin Luther King Day, Presidents Day, Arbor Day, Columbus Day, and Veterans Day. Floating Holidays must be taken within the Contract Year, and shall not be carried over to the next Contract Year. There shall be no pay for unused Floating Holidays."

E. Log. The Superintendent shall maintain a current log of used vacation, personal and sick leave days with the Superintendent's secretary. The Superintendent will notify the Board President when vacation days are used.

F. Health and Dental Insurance. The District shall pay for and provide the Superintendent with health and dental insurance for which the Superintendent is qualified under the District's group insurance plan.

G. Long Term Disability Insurance. The District shall contract for and provide the Superintendent with a Long Term Disability Insurance policy with a benefit of 60% of the contracted salary.

H. Life Insurance. The District shall contract for and provide the Superintendent with a group term life insurance policy providing for a death benefit of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) payable to the Superintendent's designated beneficiaries.

I. Professional Development. The Superintendent shall continue his professional development by attending appropriate professional meetings at the local, state, and national levels at the expense of the School District, and shall be reimbursed for ordinary and necessary expenses incurred relative to his employment and consistent with Board policies. In addition, the School District shall pay the Superintendent's dues to professional organizations. The Board President will be notified before the Superintendent attends a national convention.

J. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set by the Board for District travel.

K. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.

L. Other Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

4. Duties. The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. For purposes of this Agreement, the term "Duty-Time" shall mean that portion of the Superintendent's professional duties performed during the regular school and work day in addition to the duties to be performed outside the regular school and work day for meetings of the Board of Education and other meetings, events or activities where the Superintendent's presence is required; regular school and work day "Duty-Time shall include (1) generally 8:00 a.m. to 4:30 p.m. during days when students and staff are scheduled to be present in the building during the calendared school year; and (2) generally 8:00 a.m. to 4:30 p.m. during days when students and staff are not scheduled to present in the building pursuant to the school calendar, provided that the Superintendent may determine in his/her sole discretion the exact hours of each day when he/she shall be on duty during the work day. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

5. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and

collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

6. Evaluation of the Superintendent. The Superintendent shall be evaluated twice during the first contract year and once during each subsequent contract year, unless the Board deems additional evaluations appropriate. The Superintendent shall notify the board of its duty to evaluate him or her each year by the November school board meeting, and during the first year, shall notify the board of its duty to provide a second evaluation by the March board meeting. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file.

7. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to school property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Contract amendment, cancellation or termination may occur due to a reduction in force. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, cancel or terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

8. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board

of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before June 30, 2022 shall constitute a rejection by the Superintendent of the offer of employment.

EXECUTED BY THE BOARD this 9th day of June, 2022.

By:

Megan E. Kojisek
President of the Board of Education

Attest:

Sarah Stuyk
Secretary of the Board of Education

EXECUTED BY THE SUPERINTENDENT this 9th day of June, 2022.

[Signature]
Superintendent

Handwritten signature or name, possibly "John Smith".

Handwritten text, possibly "John Smith".

Secondary Principal Report
June 2023 – School Board Meeting

I. **Fall ACT**

- A. October 17, 2023, will be our Fall Test Date.
- B. The school will utilize the Klein Center for Testing.
- C. We will have our students take the ACT and complete the writing portion of the test.

II. **Transcripts**

- A. We are looking into ways to digitize all our transcripts for past graduates. Some schools use parchment, while other schools digitize the transcripts themselves. We plan to digitize the transcripts and house them ourselves. This is the most cost-effective way & it will also be an efficient process when one of our graduates needs a transcript.

III. **Perkins Grant**

- A. This year, we were awarded Perkins Grant money to purchase a Miller 3-1 welder, SuperMax Drum Sander, & Livestock learning lab kits. The SuperMax 3-1 welder will make students to be more efficient with their MIG, Flux-cored, stick, & TIG Welds. The SuperMax Drum Sander will allow students to construct larger-scale projects. The lab learning kits will be used in the livestock management course and will be accessed for FFA contests. The kits will be learning tools for breeds of animals, external anatomy, feed/nutrition, meat cuts, equipment, & situational tasks.

IV. **Cy Wakeman Leadership Conference**

- A. The administrative team attended the Cy Wakeman leadership contest on June 6, 2023. This leadership conference outlined the role of modern leaders, taught about managing the energy of your building, defusing drama & utilizing self-reflection, & explained how the mind works.

Elementary Principal Report June Board Meeting



I. Get Set Nebraska Program

- A. East Butler will be participating in the Get Set Nebraska program sponsored by the Nebraska Department of Education. The goal of this program is to guide and support Nebraska special education teachers and administrators to improve student outcomes by helping to attract, retain, and prepare new special education teachers. Ms. Due, our new special education teacher, and I will be participating in the program with guidance from Pam Brezinski with NDE.

II. Reading and Math Program (R.A.M.P)

- A. R.A.M.P. is a summer program for K-3 students to provide support in Reading and Math. Students qualify if they receive special education or Title I services. Students are also invited to the program if they met requirements for the Individualized Reading Improvement Plan (IRIP) set by the Nebraska Department of Education.
- B. Sessions will take place from 8:30-11:30 A.M. in Dwight on the following dates:
 - 1. July 11-13
 - 2. July 18-20
 - 3. July 25-27
 - 4. August 1-3
- C. Mrs. Vandenberg will be teaching students in grades 2-3. Mrs. Walla will be teaching the session for grades K-1. There will also be 2 paraeducators helping with the summer sessions.

III. Reality-Based Leadership Conference

- A. The East Butler administrative team attended training on June 6 in Kearney led by Cy Wakeman, a drama researcher and New York Times best-selling author. Strategies were provided to deal with issues and analyzing situations regarding a proper course of action.

IV. Emergency Operations Training

- A. The East Butler response team, local law enforcement, and first responders will be participating in an Emergency Operations Planning training via zoom on June 20-21. The session will help in updating current response plans and requirements of NDE.

V. Classlink

- A. East Butler will be utilizing Classlink beginning in 2023-2024. This software will allow students and staff to use a single log-in to access multiple websites and apps that are used daily. This will also improve how students are rostered for each program. Mrs. Bohaty has been coordinating this program.