

Board of Education Regular Meeting
Monday, August 12, 2024 7:00 PM

Bertrand Community School Media Center
503 School Street
Bertrand, NE 68927

Agenda

1. Call to Order/Opening the Meeting
 - 1.1. Public Meeting Announcement
 - 1.2. Open Meetings Act posted on South wall of Media Center
 - 1.3. Board Member Attendance Roll Call/Sign Acknowledgment of Receipt Notice
 - 1.4. Pledge of Allegiance
 - 1.5. Consent Agenda
 - 1.5.1. Consider Minutes of Previous Meeting(s) and Their Approval (appendix A)
 - 1.5.2. Consider Current Bills and Their Approval (appendix B)
 - 1.5.3. Consider Financial Statements/Treasurer's Report (appendix C)
 - 1.6. Community Input
2. Discussion/Action Items
 - 2.1. Administrator Reports
 - 2.2. Principal (appendix D)
 - 2.3. Athletic Director (appendix E)
 - 2.4. Superintendent (appendix F)
 - 2.5. Surplus Equipment
 - 2.6. Policy Revisions 2024-2025
 - 2.7. Resolution
 - 2.8. Discuss the budget presentation with Carl Dietz and set date for Monday, August 19, 2024 at 6:00.
 - 2.9. Discuss changing the date and time(s) of the September budget hearing, followed by tax request meeting, and regular board meeting to Wednesday, September 11th.
 - 2.10. New roof warranty and additional plumbing expenses
 - 2.11. Oath of Office for Dave Ford
3. Adjourn
4. Policy Updates

Board of Education Regular Meeting
Monday, July 15, 2024 7:04 PM

Bertrand Community School Media Center
503 School Street
Bertrand, NE 68927

Ross Boggs: Present
Chris Davison: Present
Christy Pelton: Present
Brent Samuelson: Present
Jonathan Sand: Absent

Present: 4, Absent: 1.

Jonathan Sand: Present (entered the meeting at 7:10 pm)

Present: 5.

Also present: Steve Bristol, Craig Newcomb, and Steph Edgren

1. Call to Order/Opening the Meeting

1.1. Public Meeting Announcement

1.2. Open Meetings Act posted on South wall of Media Center

1.3. Board Member Attendance Roll Call/Sign Acknowledgment of Receipt Notice

A motion to excuse Jonathan Sand from the July 15th Regular Board Meeting, passed with a motion by Christy Pelton and a second by Ross Boggs.

Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Absent
Yea: 4, Nay: 0, Absent: 1

1.4. Pledge of Allegiance

1.5. Consent Agenda

Motion to approve consent agenda, passed with a motion by Christy Pelton and a second by Ross Boggs.

Jonathan Sand: Absent, Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea
Yea: 4, Nay: 0, Absent: 1

1.5.1. Consider Minutes of Previous Meeting(s) and Their Approval (appendix A)

1.5.2. Consider Current Bills and Their Approval (appendix B)

1.5.3. Consider Financial Statements/Treasurer's Report (appendix C)

1.6. Community Input - None

2. Discussion/Action Items

2.1. Administrator Reports

2.2. Principal, Steve Bristol, reported on staff and student handbook updates per KSB, finalizing student class schedules, roof repair underway, gym refinishing underway, and budget workshop attendant.

2.3. Athletic Director, Craig Newcomb, reported on gym floors being redone, shot clock installment, cross country co-op with Loomis, extra duty assignments, and fall activities.

2.4. Superintendent, was reported on key positions have been filled, upcoming Admin days, setting up a board retreat, budget workshop attendance, roofing project proceeding, flooring projects completed, skid steer arrival, and KSB policy updates.

2.5. Potential Resolution Adoption

2.6. Board Position Vacancy

Motion to approve Dave Ford to fill the current board vacancy, passed with a motion by Jonathan Sand and a second by Ross Boggs.

Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea
Yea: 5, Nay: 0

2.7. Transfer of Funds

Motion to transfer \$60,000 from the General Fund to the athletic fund, passed with a motion by Ross Boggs and a second by Jonathan Sand.

Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea
Yea: 5, Nay: 0

2.8. Meal Prices 2024-2025

Motion to increase breakfast, lunch, and milk prices .10 and .50 for extra entree for the 2024-2025 school year: Proposed Pricing Pk-6 - Breakfast \$2.55- Lunch \$3.25 7-12 - Breakfast \$2.70 - Lunch \$3.65 Adult - Breakfast \$3.00 - Lunch \$4.70 - Milk \$.50, passed with a motion by Christy Pelton and a second by Ross Boggs.

Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea
Yea: 5, Nay: 0

2.9. 2024-2025 Handbooks

Motion to approve the 2024-2025 Student, Activity and Staff Handbooks as written, passed with a motion by Christy Pelton and a second by Chris Davison.

Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea
Yea: 5, Nay: 0

2.10. KSB Policy Revisions for 2024-2025

Approve KSB Redline/Revised Policies: 2008: Meetings, 2009: Public Participation at Board Meetings, 3032: Fees for District Records, 3057: Title IX, 5001: Compulsory Attendance, 5004: Option Enrollment, 5008: Pregnant or Parenting Students, Revision of Policy 5035; Policy 5049 Firearms and weapons moved to 3060 and 5035 Policy 5049 will be intentionally left blank, 6036: Reading Instruction & Intervention Services, 6039: Repeat of Grade, 6040: Early Childhood, 6041: Malcolm X Day, 6042: Projection Maps, passed with a motion by Jonathan Sand and a second by Ross Boggs.

Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea
Yea: 5, Nay: 0

2.11. Hiring of Alyce LeBlanc as Preschool Teacher for the 2024-2025

Motion to approve the contract of Alyce LeBlanc for the Preschool Teacher position for 2024-2025, passed with a motion by Jonathan Sand and a second by Chris Davison.

Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea
Yea: 5, Nay: 0

2.12. Bank Account Signature Authority

Motion to remove Jason Brown and Aaron McCoy as authorized signers on all Bank Accounts and add Nicole J. LeClaire, as the authorized Signer on all Bank Accounts, passed with a motion by Christy Pelton and a second by Ross Boggs.

Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea
Yea: 5, Nay: 0

Motion to add Steve Bristol as a signer to the General Fund, Clearing, Athletic, and Activity accounts, passed with a motion Ross Boggs and a second by Jonathan Sand.

Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea
Yea: 5, Nay: 0

2.13. Next Meeting Date and Time

3. Adjourn-

Motion to adjourn the July 15, 2024 regular board of education meeting at 7:46 pm and set the next regular board of education meeting on August 12th at 7:00 pm, passed with a motion by Jonathan Sand and a second by Ross Boggs.

Ross Boggs: Yea, Chris Davison: Yea, Christy Pelton: Yea, Brent Samuelson: Yea, Jonathan Sand: Yea
Yea: 5, Nay: 0

Bertrand Community School

AUGUST 2024 BOARD AUTHORIZATION REPORT

Check # Vendor Name Amount Vendor Description
 Checking 1 Fund: 01 GENERAL FUND

43749 ACE HARDWARE	218.49	BUILDING/GROUNDS
43750 AED AUTHORITY	735.00	AED MACHINES
43751 AG ED COOP ACCOUNT	11,535.91	AG ED SALARY REIMB.
43752 AMAZON CAPITAL SERVICES	309.20	AMAZON SUPPLY PURCHASES
43753 AUTO SHACK, INC.	1,055.65	VEHICLE REPAIRS
43754 BLACK HILLS ENERGY	179.67	NATURAL GAS
43755 BLICK ART MATERIALS	1,047.23	ART SUPPLIES
43756 CDL, INC.	991.90	MONTHLY SERVICE
43757 EAKES OFFICE SOLUTIONS	8,392.75	COPIES/SUPPLIES/FURNITURE
43758 ESU #11	5,838.15	MONTHLY/QUARTERLY SERVICES
43759 ESU COORDINATING COUNCIL	232.50	SOFTWARE LICENSES
FIST STATE BANK	35.00	MONTHLY ACH FEE
43760 FRONTIER COMMUNICATIONS	230.18	TELEPHONE
43761 GENERAL FUND CLEARING	563.17	REIMBURSEMENT
43762 GREEN LANDSCAPES INC.	1,934.59	GROUNDS
43763 HOLDREGE DAILY CITIZEN	136.51	LEGAL NOTICES
43764 HOMETOWN LEASING	1,718.81	COPIER PAYMENT
43765 INNOVATIVE OFFICE SOLUTIONS LLC	513.10	INSTRUCTION SUPPLIES
43766 JOURNEYED.COM INC.	500.00	SERVER SOFTWARE
43767 KSB SCHOOL LAW	1,258.00	LEGAL EXPENSE
43768 MID AMERICAN RESEARCH CHEMICAL,	730.96	CLEANING & MAINTENANCE
43769 MIDWEST TECHNOLOGY PRODUCTS	1,015.20	SUPPLIES
43770 MY CENTRAL SUPPLY	120.95	CUSTODIAL
43771 NASB ALICAP	48,891.00	INSURANCE/SAFETY
43772 NATIONAL ART & SCHOOL SUPPLIES	831.12	INSTRUCTION SUPPLIES
43773 NEBRASKA ASSOCIATION OF SCH BD	100.00	MPG/MEMBERSHIP/SUPT SEARCH
43774 NEBRASKA COUNCIL OF SCHOOL ADM	675.00	MEETING
43775 NEBRASKA STATE FAIR	207.00	NLC LUNCHES
43776 NEBRASKA STATE FIRE MARSHALL	108.00	BOILER INSPECTION
43777 PAPER TIGER SHREDDING	150.75	DOCUMENT SHREDDING
43778 PLANBOOK	558.00	SUBSCRIPTION
43779 PRO BUILDING SUPPLY INC.	203.50	INSTRUCTION EXP.
43780 PSYCH COOP ACCT	10,249.59	PSYCH COOP EXP.
43781 RELIABLE PEST CONTROL SERVICES	62.00	BUILDING MAINTENANCE
43782 SOUTHERN POWER DISTRICT	4,343.00	ELECTRICITY
43783 STATE OF NEBRASKA	534.65	NETWORK SERVICE
43784 TECHNICAL ASSIST FOR SPED (TABSE)	255.00	CONFERENCE
43785 TIME MANAGEMENT SYSTEMS	250.29	TIME CARD SYSTEM
43786 TRANE	4,828.25	MAINTENANCE
43787 US BANK	90.00	CLINIC MEAL
US BANK	1,075.77	REPAIRS & CONF ROOMS
43788 VERIZON WIRELESS	121.38	CELL PHONE
43789 VILLAGE OF BERTRAND	787.14	WATER/SEWER/TRASH/
43790 WEISSERT HARDWOOD FLOORING INC	4,810.00	BUILDING MAINTENANCE
43791 WINDSTREAM	133.43	DISTANCE LEARNING
43792 ZANER-BLOSER	540.93	TEACHING SUPPLIES

August 2024 Bills	\$119,098.72
August 2024 Payroll	\$299,304.51
August 2024 Total	\$418,403.23

GENERAL FUND CLEARING

July 31, 2024

GFC

\$	DATE	CK#	TO	ACCT #	DESCRIPTION
221.25	07/15/24	4289	Cole Birkel	12630490000000	Sprinkler heads
152.92	07/23/24	4290	US Postmaster	12510531000000	Newsletter
41.00	07/23/24	4291	Quadiant	12510531000000	Postage Meter
148.00	07/29/24	4292	Allen Wissmann	12710340000000	Bus Physical

\$563.17

BERTRAND COMMUNITY SCHOOL FINANCIAL REPORT AS OF JULY 31, 2024

	RECEIPTS	DISBURSEMENT	BALANCE
GENERAL FUND			
(Checking & Money Market)			
Balance JUNE 30, 2024			\$3,490,934.83
Receipts	\$69,333.71		
Disbursements			
Bills & Payroll		\$370,606.43	
Transfer to Athletic		\$60,000.00	
Balance JULY 31, 2024			<u>\$3,129,662.11</u>
ACTIVITY FUND			
Balance JUNE 30, 2024			\$132,400.38
Receipts	\$1,335.79		
Disbursements		\$6,346.62	
Balance JULY 31, 2024			<u>\$127,389.55</u>
ATHLETIC FUND			
Balance JUNE 30, 2024			\$1,588.75
Receipts	\$4,327.68		
Transfer from General	\$60,000.00		
Disbursements		\$3,740.48	
Balance JULY 31, 2024			<u>\$62,175.95</u>
DEPRECIATION FUND			
(Bus Replacement)			
Balance JUNE 30, 2024			\$495,803.69
Interest	\$671.16		
Disbursements			
None			
Balance JULY 31, 2024			<u>\$496,474.85</u>
BUILDING FUND (Regular)			
Balance JUNE 30, 2024			<u>\$1,529,913.27</u>
Receipts			
Gosper Co.	\$1,628.16		
Phelps Co.	\$5,989.73		
Interest	\$974.52		
Disbursements			
None			
Balance JULY 31, 2024			<u>\$1,538,505.68</u>
BOND FUND			
Receipts	\$2,247.66		\$320,742.52
Disbursements-None			
Balance JULY 31, 2024			<u>\$322,990.18</u>
QCPF-2			
Receipts	\$3,537.58		<u>\$309,571.05</u>
Disbursements			
None			
Balance JULY 31, 2024			<u>\$313,108.63</u>
HISTORICAL INFORMATION			
	<u>2021</u>	<u>2022</u>	<u>2023</u>
General	\$1,463,081	\$1,982,899	2,305,196
Depreciation/Bus Replacement	\$292,971	\$321,271	410,451
Building	\$132,549	\$489,906	1,010,419
Bond	\$265,589	\$293,305	310,734
QCPF #2	\$308,621	\$337,604	323,781

Cash Receipt Listing by Received From

<u>Receipt Number</u>	<u>Received From</u>	<u>Receipt Date</u>	<u>Cash Receipt Description</u>	<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Amount</u>
1865		07/25/2024	Ins. Reimb.	01 453	Boggs	83.29
1865		07/25/2024	Ins. Reimb.	01 453	Peiton	1,484.13
0731-01		07/31/2024	Interest on Acct	01 1510	Interest on Acct	4,271.90
Total:						5,839.32
1864	GOSPTREAS GOSPER CO TREASURER	07/15/2024	County Taxes	01 1100	Taxes	10,570.87
1864	GOSPTREAS GOSPER CO TREASURER	07/15/2024	County Taxes	01 1125	Motor Vehicle	3,038.10
1864	GOSPTREAS GOSPER CO TREASURER	07/15/2024	County Taxes	01 2110	Fines	785.82
1864	GOSPTREAS GOSPER CO TREASURER	07/15/2024	County Taxes	01 3990	In Lieu	1,908.00
GOSPTREAS GOSPER CO TREASURER Total:						16,302.79
1863	PHELPTREAS PHELPS CO. TREASURER	07/15/2024	County Taxes	01 1100	Taxes	36,237.62
1863	PHELPTREAS PHELPS CO. TREASURER	07/15/2024	County Taxes	01 1125	Motor Vehicle	7,540.16
1863	PHELPTREAS PHELPS CO. TREASURER	07/15/2024	County Taxes	01 2110	Fines	762.96
1863	PHELPTREAS PHELPS CO. TREASURER	07/15/2024	County Taxes	01 3130	Homestead	2,650.86
PHELPTREAS PHELPS CO. TREASURER Total:						47,191.60

Summary Totals

<u>Account Type</u>	<u>Cash Accounts</u>	<u>Receivable Accounts</u>
Subtotal Revenue	67,766.29	69,333.71
Subtotal Expense		69,333.71
Subtotal General Ledger	1,567.42	
Account Total	69,333.71	
Total:		69,333.71

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 8101	FUND BALANCE/GENERAL	8,267.97	1,295.00	0.00	0.00	6,972.97
05 704 8102	FUND BALANCE/LIBRARY	946.84	0.00	0.00	0.00	946.84
05 704 8103	FUND BALANCE/POP MACHINE	(202.50)	0.00	0.00	0.00	(202.50)
05 704 8104	FUND BALANCE/AG EDUCATION	3,550.00	0.00	0.00	0.00	3,550.00
05 704 8105	FUND BALANCE/SHOP - WOODS	5,804.22	0.00	210.00	0.00	6,014.22
05 704 8107	FUND BALANCE/CLASS OF 2021	1,458.55	0.00	0.00	0.00	1,458.55
05 704 8108	FUND BALANCE/CLASS OF 2023	47.60	0.00	0.00	0.00	47.60
05 704 8109	FUND BALANCE/CLASS OF 2024	1,334.00	0.00	0.00	0.00	1,334.00
05 704 8110	FUND BALANCE/CLASS OF 2025	1,038.43	0.00	0.00	0.00	1,038.43
05 704 8111	FUND BALANCE/CLASS OF 2026	3,644.35	0.00	0.00	0.00	3,644.35
05 704 8112	FUND BALANCE/CLASS OF 2027	1,472.39	246.22	272.10	0.00	1,498.27
05 704 8113	FUND BALANCE/CLASS OF 2032	340.00	0.00	0.00	0.00	340.00
05 704 8114	FUND BALANCE/B CLUB	12,744.01	0.00	0.00	0.00	12,744.01
05 704 8116	FUND BALANCE/NHS	7,656.65	0.00	0.00	0.00	7,656.65
05 704 8117	FUND BALANCE/STUDENT COUNCIL	2,114.19	227.00	0.00	0.00	1,887.19
05 704 8120	FUND BALANCE/BAND	2,127.16	0.00	20.00	0.00	2,147.16
05 704 8121	FUND BALANCE/CONCESSIONS	4,578.40	4,578.40	0.00	0.00	0.00
05 704 8122	FUND BALANCE/BCSVSO	1,883.85	0.00	0.00	0.00	1,883.85
05 704 8126	FUND BALANCE/PLAY	1,252.97	0.00	0.00	0.00	1,252.97
05 704 8130	FUND BALANCE/READING ENRICH	4,916.26	0.00	0.00	0.00	4,916.26
05 704 8135	FUND BALANCE/SPEECH	110.41	0.00	0.00	0.00	110.41
05 704 8136	FUND BALANCE/INST. RENTAL	75.00	0.00	0.00	0.00	75.00
05 704 8137	FUND BALANCE-STUDENT FEES	180.00	0.00	0.00	0.00	180.00
05 704 8143	FUND BALANCE - YEARBOOK 2021-2022	0.00	0.00	0.00	0.00	0.00
05 704 8144	FUND BALANCE-YEARBOOK 2022-2023	(160.07)	0.00	0.00	0.00	(160.07)
05 704 8145	FUND BALANCE YEARBOOK 2023-2024	525.03	0.00	83.44	0.00	608.47
05 704 8148	FUND BALANCE/ELEM GRANT	1,310.06	0.00	0.00	0.00	1,310.06
05 704 8149	FUND BALANCE - JEANS FUND	2,244.47	0.00	0.00	0.00	2,244.47
05 704 8150	FUND BALANCE-GREENHOUSE DONATIONS	139.29	0.00	0.00	0.00	139.29
05 704 8151	FUND BALANCE BEEF BOOSTERS FTF	(284.02)	0.00	0.00	0.00	(284.02)
05 704 8152	FUND BALANCE - ART PROJECTS	1,045.58	0.00	0.00	0.00	1,045.58
05 704 8154	FUND BALANCE - DIABETES SUPPLIES	1,268.18	0.00	0.00	0.00	1,268.18
05 704 8155	FUND BALANCE-IPAD INSURANCE	54,853.58	0.00	750.25	0.00	55,603.83
05 704 8158	FUND BALANCE SCHOOL SUPPLIES	0.00	0.00	0.00	0.00	0.00
05 704 8175	FUND BALANCE/CONCESSIONS HOLDING	6,117.53	0.00	0.00	0.00	6,117.53
Fund Total: 05		132,400.38	6,346.62	1,335.79	0.00	127,389.55

Activity Fund Balance Report - Summary - Exclude Encumbrances
 07/2024 - 07/2024

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
04 704	FUND BALANCE	2,974.98	0.00	1,131.89	0.00	4,106.87
04 704 9101	ATH GATE FUND BALANCE	15,611.58	0.00	0.00	0.00	15,611.58
04 704 9102	ATH MISC. FUND BALANCE	(12,433.38)	2,940.48	60,724.10	0.00	45,350.24
04 704 9103	ATH OFFICIALS FUND BALANCE	(15,640.00)	0.00	0.00	0.00	(15,640.00)
04 704 9104	ATH MEET FUND BALANCE	(1,288.33)	0.00	0.00	0.00	(1,288.33)
04 704 9105	ATH EQUIPMENT FUND BALANCE	(29,292.02)	0.00	0.00	0.00	(29,292.02)
04 704 9120	ATH VOLLEYBALL FUND BALANCE	1,983.44	0.00	677.60	0.00	2,611.04
04 704 9121	ATH FOOTBALL FUND BALANCE	6,823.01	800.00	0.00	0.00	6,023.01
04 704 9122	ATH BOY BB FUND BALANCE	(495.26)	0.00	1,042.57	0.00	547.31
04 704 9123	ATH GIRLS BB FUND BALANCE	2,827.03	0.00	751.52	0.00	3,578.55
04 704 9124	ATH CC FUND BALANCE	865.24	0.00	0.00	0.00	865.24
04 704 9125	ATH CHEERLEADERS FUND BALANCE	5,385.47	0.00	0.00	0.00	5,385.47
04 704 9126	ATH TRACK FUND BALANCE	15,140.00	0.00	0.00	0.00	15,140.00
04 704 9140	ATH VIKING STORE FUND BALANCE	3,746.62	0.00	0.00	0.00	3,746.62
04 704 9141	ATH DONATED FUNDS BALANCE	5,816.96	0.00	0.00	0.00	5,816.96
04 704 9150	ATH. VIKING BOOSTER CLUB FUND BALANCE	(386.59)	0.00	0.00	0.00	(386.59)
Fund Total: 04		1,588.75	3,740.48	64,327.68	0.00	62,175.95

**Bertrand Community School
Hot Lunch July
2023-2024**

Cash Balance 6/30/2024 \$54,204.29

Receipts

Student Lunches	-\$510.25
General Fund	\$0.00
Noon Duty	\$0.00
State Reimb.	\$0.00
Adult	
Roll	\$0.00
Preschool	\$0.00
Rebate	
Reimbursement	

Total Receipts **-\$510.25**

Total Available **\$53,694.04**

Expenditures

Food	\$0.00
Salary	\$0.00
SS	\$0.00
Medicare	\$0.00
Retirement	\$0.00
Insurance	\$0.00
Equipment/Improvements/Supplies	\$0.00
Other	\$0.00

Total Expenditures **\$0.00**

Cash Balance 7/31/2024 **\$53,694.04**

August 2024 Principal Report

Buildings and Grounds

High School/Elementary

- **Teachers and Staff reported today for trainings and policy reviews**
- **Enrollment is 242, last year 241**
- **First day for students is August 14th,**
- **New teachers attended a two day teacher training in Holdredge last week**

Administrative

- **A drill schedule for tornado, fire and evacuations has been completed**

Nebraska Coaches Association: Multi-sport coaches clinic was held in Lincoln at North Star High School July 22-24. 4 Bertrand coaches attended multiple sessions in their respective sports at the clinic.

Nebraska School Activities Association: Classification has started to become more of a conversation, and some traditional bigger schools not having the participation numbers to warrant them being in bigger classes. There is a “Competitive Balance” committee that has been, and will continue to work on looking at ways to reclassify schools to level the playing field. This group will be addressing the RPAC Supts. at the Sept. meeting to provide information on the subject.

This month's activities

MON AUG 12 — Fall Sports Begin

WED AUG 14 — 1st day of school

FRI AUG 23 — VBC Tailgate at FB Field

THU AUG 29 — CC @ Medicine Valley Invite - 10:00
— VVB vs. Southwest - 5:00 / 6:00

FRI AUG 30 — FB vs. Kenesaw - 7:30

TUE SEPT 3 — VB vs. Elm Creek - 4:30 / 5:30

THU SEPT 5 — VB: @ Cambridge Triangular - 5:00
— CC @ Gibbon Inv. - 5:30

FRI SEPT 6 — FB @ Arapahoe - 7:00

MON SEPT 9 — JVFB @ Hi-Line - 5:00

TUE SEPT 10 — VB @ Medicine Valley - 5:00 / 6:00

WED SEPT 11 — JHFB @ Cambridge - 1:00
— JHVB vs. Hi Line - 3:00

THU SEPT 12 — CC @ Imperial Inv. - 10:00 a.m. CDT
— VB: @ Hi Line Triangular - 5:00

FRI SEPT 13 — FB @ Brady - 7:00

SAT SEPT 14 — VVB @ Loomis Tournament - TBA

MON SEPT 12 — JH & JVFB vs. Kenesaw - 4:00 / 6:00

BERTRAND COMMUNITY SCHOOL VIKING NATION



Superintendent Report Nicole J. LeClaire August 2024

CELEBRATIONS

- Student registration went smoothly. Thank you Steph for the preparation and execution.
- Concussion & ACL screenings went well with over 70 students in attendance. Thank you to Phelps Memorial Therapy Center for providing this free, convenient service for our school.
- Congratulations to Board members on moving up a level in the NASB Awards of Achievement:
 - Christy & Brent - Level V
 - Ross - Level III
 - Jonny - Level II
 - Chris - Level I

KEY DATES

- First Day of School Wednesday! 2:30 Dismissal
- School & Fall Sports Pictures August 21st. Be sure to come take your picture!
- NASB Area Meeting in Kearney August 27.

BUILDING & OPERATIONAL UPDATES

- Roofing Project Complete
- Repair or Replacement of Trailer

ADMINISTRATIVE ENGAGEMENTS

- Admin Days was a success. I attended several valuable breakout sessions with a focus on the implementation of new and upcoming legislation.
- I attended the RPAC Fall meeting on Monday. No major changes for this year.

TEACHING & LEARNING UPDATES

- Shannon Payne will be joining the staff as a para for our Independent Learning students.

ITEMS OF INTEREST

- We will be contracting nursing services through Craig Homecare. Estimated monthly expenses will range between \$2300-\$3500

POLICY REVIEW & RECOMMENDATIONS

- There were several changes in education law that came out of the last session of the Unicameral. The KSB redline policy updates are attached to the agenda for your review.

BERTRAND COMMUNITY SCHOOL VIKING NATION



ITEMS FROM PREVIOUS MEETING

Item	Board Direction	Status
Board Retreat for District Goals and Planning	Discuss possible dates	

Item (Name of product)	Quantity	Price	Total
CODE RED - FLAMMABLE			
Acetone	500 ml	7.75	7.75
Ethyl Alcohol-absolute	2L	15	15
Ethyl Alcohol 70%	500 ml	8	8
Isopropyl Alcohol 70%	500 ml	8	8
Isopropyl Alcohol 99%	500 ml	8	8
Phenol Red	500 ml	12	12
Universal Indicator	100 ml	8	8
CODE GREEN - (Low Hazard)			
Aluminum shot	500g	10	10
Citric Acid	500g	50	50
Copper metal	450g	15	15
Copper Shot	200g	15	15
Crystal violet	50ml	40	40
Cupric Sulfate	500g	50	50
Ferrous Sulfate	500g	32	32
Gelatine (granular)	450g	22	22
Glucose (dextrose)			
Glycerin	1/2 gal	20	20
Iron Filings	500g	12	12
Lead Metal Shot	500g	15	15
Limestone Chips	900g	10	10
Methylene Blue	50g	80	80
Nickel Chloride	100g	20	20
Phenolphthalein	100g	32	32
Phenyl Salicylate	250g	25	25
Potassium Carbonate	500g	17	17
Potassium Ferrocyanide	500g	420	420
Potassium Sulfate	500g	19	19
Pure Peppermint Extract	30ml	5	5
Safranin O	30ml	45	45
Silver nitrate	100ml	238	238
Sodium Bicarbonate	250g	4	4
Sodium Lauryl Sulfate	250g	40	40
Sodium Sulfate	950g	12	12
Strontium Chloride	100g	20	20
Wrights Stain	100ml	5	5
Zinc	450g	45	45
Zinc metal (mossy)	2000g	100	100

Corrosive Code White			
Cupric Chloride	500g	21	21
Hydrochloric Acid	6L	70	70
Iodine	250ml	22	22
Vinegar	5.5 gal	8	8
Code Yellow Reactive			
Ammonium Dichromate	450g	250	250
Ammonium Nitrate	450g	10	10
Barium Nitrate	500g	22	22
Borax	100ml	10	10
Cobalt (II) Nitrate	100g	21	21
Cupric Nitrate	950 g	90	90
Lead Nitrate	450g	20	20
Manganese Dioxide	500g	9	9
Potassium Nitrate	500g	17	17
Potassium Permanganate	100g	9	9
Strontium Nitrate Pure	500g	24	24
Cod Blue Poisonous (Toxic)			
none			

Surplus Items		
Item	Rationale	Status
Science Glassware	Excess Inventory	Likely will never use again
Yamaha Organ	Taking up space and hasn't been used in years	Works
Pull behind lawn sprayer	Lawn company is taking care of the football field	Works
Push Mower	Don't Use	Broken
Push behind weed eater	Don't Use	Broken
Carpet Shampooer	Needs expensive batteries/not sure if it works	???
Grasshopper w/broom	New Skid Steer will take its place	Works
Tables elem. comp lab	No place for storage	
Large Vacuum	Barely Functions	Barely
Push Behind De-Thatche	Just don't use	Works
Dispensers	didn't match our current towels	Works

2006 Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies ~~to board members, patrons, students and school staff, to complaints~~ unless the ~~staff member~~ complaint is subject to a different ~~grievance~~ procedure ~~pursuant required by law, to~~ policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When ~~such those~~ efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. ~~Students and employees who believe they have been subjected to sex harassment in violation of Title IX should refer to the board's policy titled "Title IX." Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.~~

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

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

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, ~~Title IX/504~~ coordinator, superintendent of schools, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.

- a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
 - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the ~~School District's Title IX/504~~applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or ~~to the Title IX/504~~ coordinator, the administrator or ~~Title IX/504~~ coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the ~~staff member~~ respondent involved.
 - 1) If the complainant has not, ~~the administrator or Title IX/504 coordinator will~~ urge the complainant to discuss the matter directly with ~~that staff member~~ the respondent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the ~~staff member~~ respondent, the administrator or ~~Title IX/504~~ coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

- b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint ~~involved~~ involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or ~~Title IX/504~~ coordinator ~~received~~ receives the complaint.
4. If either the complainant or the ~~accused party~~respondent is not satisfied with the ~~administrator's or the Title IX/504 coordinator's~~ decision ~~regarding a complaint~~ her or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
- a) ~~This~~The appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than ~~ten-three~~ (103) calendar days from the date ~~the administrator or Title IX/504 coordinator communicated his/her decision to the complainant~~of the decision.
 - c) ~~The~~For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate. ~~However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.~~

d) ~~Upon completion of this investigation, the~~The superintendent will prepare a written decision and inform provide it to the complainant and any other person entitled by law to receive the appeal decision in writing of his or her decision. If the complaint involved discrimination or harassmentFor complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

~~5. If either the complainant or the accused~~If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding ~~a~~the complaint or appeal, he or she may appeal the decision to the board.

a)d) This appeal must be in writing.

b)e) This appeal must be received by the board president no later than ten (10) calendar days from the date the

superintendent communicated his/her decision to the complainant.

e)f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.

d)g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint ~~involved~~ involves discrimination or harassment allegations against the Superintendent, the board president shall submit ~~its~~ the decision within 180 calendar days after ~~it received~~ receiving ~~complainant's~~ the written appeal.

e)h) There is no appeal from any decision of the board unless authorized by law.

6. ~~When a formal complaint about the superintendent of schools has been~~ Formal complaints about the superintendent shall be filed with the president of the board. ~~7. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:~~

a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.

a)b) Determine whether the complainant has discussed the matter with the superintendent.

- 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
- ~~b) Strongly encourage the complainant to reduce his or her concerns to writing.~~
- c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.
 - d) Respond to the complainant or appeal. If the complaint or appeal involved-involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
 - ~~d)e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.~~

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

Special Rules Regarding Educational Services and Related Services to Students with Disabilities. Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with

an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

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

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

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

Adopted on: _____
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 an individual procurement transaction for 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 Simplified Acquisition Procedures)

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

- B. Construction Projects with an estimated cost of between \$109,000 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 200.32~~26~~ and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. Contracting with Certain Vendors

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

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

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

C. Full and Open Competition

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

D. Debarment and Suspension

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

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

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

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

D. Enforcement

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

VII. Financial Management

A. Identification.

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and

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

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

G. Allowability of Costs

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

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. 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, veteran-owned businesses, and labor surplus area firms are used when possible consistent with state law.

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

C. Record Keeping

1. Record Retention

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

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

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3017

~~Press Releases and Other~~ Official Communication with the Public

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3033

[Intentionally Left Blank]

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: _____

3053 Nondiscrimination

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

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

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

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

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

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

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

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

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

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

The Pregnant Workers Fairness Act (PWFA) – requires covered employers to provide reasonable accommodations to qualified

employee's or applicant's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

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

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3059 Audio and Video Recording

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

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

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

Recordings Made by Parents/Guardians and Patrons. Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

Recordings Made by Staff. Staff members may make recordings of classroom instruction, student behavior or performance, and school activities

without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

4011
Employee Leave Under the Family and Medical Leave Act
(FMLA)

The school district shall provide leave to its employees in accordance with the Family and Medical Leave Act ("FMLA"). The terms used herein shall have the meaning ascribed to them under the FMLA. Employees may also qualify for leave under the Nebraska Family Military Leave Act, which is covered under the district's policy for that law. If an employee qualifies for leave under both the Family and Medical Leave Act and the Nebraska Military Leave Act, any leave taken by the employee will count concurrently toward the leave limits of both acts.

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for **unpaid** leave under this policy, an employee must:
 - a. Make the request for leave at a time when the school district employs 50 or more workers;
 - b. Have been working for the school district for at least 12 months prior to the request; and
 - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be "rolling" 12-month period measured backward from the date an employee uses any FMLA leave~~be the 12-month period measured forward from the date such employee's first FMLA leave begins.~~
3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the

Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

1. The school district will grant an eligible employee up to a total of 12 workweeks of **unpaid** leave under the following conditions:
 - a. For birth of a son or daughter, and to care for the newborn child;
 - b. For placement of a son or daughter with the employee for adoption or foster care;
 - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job; or
 - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation

2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military

Members and covered Veterans, so long as the covered Veteran was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

3. During the single 12-month period described in paragraph I(B)(2), an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs I(B)(1) and I(B)(2). Nothing in this paragraph shall limit the availability of leave under paragraph I(B)(1) during any other 12-month period.

C. Limitations on Leave

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:
 - a. The aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and
 - b. The aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a Covered Servicemember and the husband and wife employees are both either the son,

daughter, parent, or next of kin of such Covered Servicemember, if the leave is taken for this reason or a combination of this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

D. Qualifying Notice and Certification

Employees seeking to use FMLA leave will be required to provide:

1. 30-day advance notice when the need to take the leave is foreseeable; provided, if (a) the leave is for needed treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), the employee shall provide such notice to the school district as is reasonable and practical;
2. Medical certification supporting the need for leave due to a Serious Health Condition affecting the employee or family member or to care for a Military Member, and/or due to a Serious Injury or Illness to care for a Veteran;
3. Second or third medical opinions and periodic re-certifications (at the school district's expense);
4. Certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation;

5. Certification supporting the need for leave to care for a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and
6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

When leave is needed to care for a family member, for the employee's own illness, or to care for a Covered Servicemember, and such leave is foreseeable based on planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the school district's operations.

II. Relationship with District During Leave

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the FMLA and this policy shall be unpaid leave.

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.

2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the number of workweeks of FMLA leave to which the employee is entitled.
3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

C. Group Health Plan Benefits

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.
2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

D. Intermittent or Reduced-Schedule Leave

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.
 - a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.
 - b. When leave is taken to care for a sick family member, for an employee's own

serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.

- c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.
- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness
- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
- f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period

during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

2. If an eligible employee requests intermittent leave or leave on a reduced-leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the school district may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Such alternative position must have equivalent pay and benefits as the employee's permanent position.
3. Leave taken on an intermittent or reduced-schedule basis will be tracked hourly.

III. Return from Leave

A. Restoration to Position

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
2. Any leave taken under this policy will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.
2. If the school district intends to deny restoration to such an employee, it will:
 - a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;
 - b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;
 - c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
 - d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district

for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

A. The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.

~~**B.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.~~

C.B. To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.

D.C. Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4053 Conflict of Interest

Any school district employee who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For the purposes of this policy:
 - a. Business with which an employee is associated shall include the following:
 - (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
 - (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.
 - b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
 - c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes
2. Contracts with the School District.
 - a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is

awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

- b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

3. Employing Members of the Immediate Family.

- a. An employee may employ or recommend or supervise the employment of an immediate family member if:
 - (1) The employee does not abuse his or her position.
 - (a) Abuse of official position shall include, but not be limited to, employing an immediate family member:
 - (i) who is not qualified for and able to perform the duties of the position;
 - (ii) for any unreasonably high salary;
 - (iii) who is not required to perform the duties of the position.
 - (2) The employee makes a reasonable solicitation and consideration of applications for employment.
 - (3) The employee makes a full disclosure on the record to the governing body of the school district and to the secretary of the board.
 - (4) The board approves the employment or supervisory position.

- b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.
4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment
- a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
 - (1) a public official, public employee, or candidate.
 - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
 - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
 - b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.
 - c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.
 - d. An employee shall not use or authorize the use of personnel, resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.
5. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
- e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.

6. Additional Procedures Applicable to Employees With An Annual Salary and Benefits of More than \$150,000 Per Year

- a. Staff whose annual salary and benefits exceed one hundred fifty thousand dollars should assess whether they have a conflict of interest before taking any action or making any decision.
- b. Employees have a conflict of interest pursuant to this subdivision of the policy when their actions or decisions may cause financial benefit or detriment to themselves, a business with which they are associated or a member of their immediate family.

- i. When assessing whether a conflict of interest exists, qualifying staff members should assess whether the benefit or detriment identified is distinguishable from the effects of such action on the public generally or a broad segment of the public.
 - ii. If qualifying employees are unsure as to whether a conflict of interest exists, they may apply to the Nebraska Political Accountability and Disclosure Commission for an opinion as to whether they have a conflict of interest.
 - c. Qualifying employees who determine that a conflict of interest does exist under this policy shall:
 - i. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
 - ii. Deliver a copy of the statement to the secretary of the board of education, who shall enter the statement onto the public records of the school district; and
 - iii. Abstain from participating in the matter in which the employee has a conflict of interest.
 - d. This subsection does not prevent a qualifying employee from making or participating in the making of a decision to the extent that the employee's participation is legally required for the action or decision to be made.

e.

6.7. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: _____

Revised on: _____

Reviewed on: _____

**[NOTE TO BE DELETED: THERE ARE THREE CHOICES FOR
OPTION TRANSPORTATION BELOW; SELECT ONE AND DELETE
THE OTHERS]**

5005

~~Option~~ Transportation

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

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

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

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

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

[OPTION 1]. Option Transportation. The board of education does not provide transportation services or mileage reimbursement for option-enrolled students unless otherwise required by law

[OPTION 2] Option Transportation. The board of education provides transportation to option students only if (a) the option student lives on an existing bus route or (b) the option student makes arrangements to be picked up and dropped off at preexisting stops along an existing bus route. The district does not provide mileage reimbursement for option-enrolled students unless otherwise required by law.

[OPTION 3] Option Transportation. The board of education shall annually set the rate for transportation services for option-enrolled students. Such transportation may only be enacted if there is mutual agreement between the school district and the parent or legal guardian of the option student. If such agreement is reached, the stops at the option homestead will be recorded by the school vehicle operator and a billing fee will be assessed to the parent or legal guardian on an annual basis. If two or more option students from the same homestead use school transportation, the district will charge for each trip made. Under no circumstances will an option student(s) be provided school transportation to and from his/her homestead if the result of such transportation (1) necessitates the addition of a third bus route and/or (2) increases the time necessary to run the complete bus route beyond the limit of one hour.

If the option student resides within the distance of one mile of the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ per mile per stop.

If the option student resides a distance greater than one mile but less than or equal to two miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first mile and \$.____ for the additional mile per stop.

If the option student resides a distance greater than two miles but less than or equal to three miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first two miles and \$.____ for the additional mile, per stop.

If the option student resides a distance greater than three miles but less than or equal to four miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first three miles and \$.____ for the additional mile, per stop.

If the option student resides a distance greater than four miles but less than or equal to five miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first four miles and \$.____ for the additional mile, per stop.

For distances greater than five miles from the route used to reach a homestead which is a regular bus stop for a resident student, the same formula used to determine the above quoted rates will be used to determine the fee.

Students who qualify for free lunch may be entitled to transportation or mileage reimbursement pursuant to state law.

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

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

1. Goals for Nutrition Promotion and Education

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

2. Goals for Physical Activity

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

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

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

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

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

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

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

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

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

6. Food and Beverage Marketing

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

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

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

7. Public Participation

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

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

a. Definitions. "Competitive food" means all food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 available for sale to students on the school campus during the school day. For the purpose of competitive food standards implementation, "school day" means the period from the midnight before to 30 minutes after the end of the official school day.

b. Applicability. Except as otherwise allowed by the Nebraska Department of Education (NDE) or applicable law, all competitive foods 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 USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11~~nutrition standards of those programs.~~ The competitive food restrictions do not apply to food sold during non-school day hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

c. Fundraiser Exemptions. A special exemption is allowed for the sale of food and/or beverages that do not meet the competitive food standards as required in this section for the purpose of conducting an infrequent school-sponsored fundraiser. The specially exempted fundraisers must not take place more than the frequency specified by NDE during

such periods that schools are in session. No specially exempted fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.

d. Other Exemptions. The only other nutrition exemptions from the competitive food requirements are those found in 7 CFR § 210.11.

e. Other Limitations. No competitive food can be sold to children anywhere on school premises beginning one half hour before breakfast and/or lunch service until one half hour after meal service unless all proceeds earned during these time periods go to the school nutrition program.

~~a.~~

~~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: _____

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.

(COMPLETE BAN OPTION)

Students may NOT use cellular phones or other electronic devices while at school during school hours.

Any student who is found to be in possession of any cellular phone, or other electronic device (AirPods, personally-owned tablet, gaming device, etc) during school hours is in violation of this policy and the student code of conduct.

Staff who discover students in possession of a cellular phone or electronic device while at school during the school day will immediately confiscate the device and turn it into the administration.

In addition to the disciplinary consequences imposed, a parent or legal guardian of the offending student must pick up the confiscated devices from the office in person. The administration will return the device to the parent or guardian, after meeting with the parent or guardian to discuss the rule violation.

Students who repeatedly violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including expulsion.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6031 Emergency Exclusion

Grounds for Emergency Exclusion. Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers that prompted the exclusion.

Extension of Exclusion. Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

Notification of Student's Parent(s) or Guardian(s). The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing. The notice shall include notice of a recommended hearing examiner and an alternate hearing examiner for consideration by the parent(s) or guardian(s) if a hearing is requested.

Opportunity to Request a Hearing. The student's parent(s) or guardian(s) may submit an ~~oral~~ request for a hearing on the proposed extension of the exclusion within one school day~~two school days~~ of receiving the initial notice of the proposed extension. ~~If the initial request for a hearing is oral, they shall confirm the request in writing.~~

Failure to Request a Hearing. If the parent(s) or guardian(s) do not request a hearing within two school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

Appointment and Qualifications of a Hearing Examiner. The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.

~~If the parent(s) or guardian(s) request a hearing, the superintendent shall appoint a hearing examiner upon receiving a request for a hearing. The hearing examiner may be any person who did not bring charges against the student, is not to be a witness at the hearing, and has no involvement in the charge.~~

Hearing Examiner's Notice to Parent(s) or Guardian(s). The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within tenfive school days after the initial date of exclusion; school district receives the initial oral or written request; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

Continued Exclusion. If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

Examination of Student's Records and Affidavits. Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

Attendance at Hearing. The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

Student's Witness(es). The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

Right to Know Issues and Nature of Testimony. The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

Presence of Student and Witnesses at the Hearing. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify. The school district shall make available to testify at the hearing any employee who is a witness to the matter upon request from the parent(s) or guardian(s).

Sworn or Affirmed Testimony. The principal or his or her designee shall present evidence supporting the recommended extension ~~of the exclusion~~. Witnesses will give testimony under oath of affirmation, and may be questioned.

Hearing Examiner's Report and Recommendations. The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

Superintendent's Decision. The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

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

6043 Sharing Mapping Data

This policy shall provide for the sharing of information to public safety agencies in order to implement effective emergency response protocols.

Definition. Mapping data means maps relating to the school buildings or school property with data for an efficient emergency response.

Sharing of Mapping Data. Mapping data shall be shared in an electronic or printable format with public safety agencies that provide emergency services to district property to assist those agencies in responding to an emergency on district property.

Requirements Related to Mapping Data. Mapping data shared with public safety agencies pursuant to this policy shall meet the following requirements:

- The mapping data shall be compatible with and able to be integrated into software platforms used by public safety that provide emergency services to the specific school for which the data is provided without requiring:
 - The purchase of additional software by such public safety agencies; or
 - The integration of third-party software to view the data;
- The mapping data shall be a finished map product in a file format easily accessible using a standard or open-source file reader, depending on the needs of the school and the public safety agency;
- The mapping data shall be provided in a printable format;
- The mapping data shall be verified for accuracy, during production and annually, through a walk-through of the school campus;
- The mapping data shall give an indication of what direction is true north;
- The mapping data shall include accurate floor plans overlaid on accurate, verified aerial imagery of the school campus;
- The mapping data shall contain site-specific labeling that matches the structure of school buildings, including room labels, hallway names, external door or stairwell numbers, locations of hazards, key utility locations, key boxes, automated external defibrillators, and trauma kits using standard labeling rules set by the State Department of Education;
- The mapping data shall contain site-specific labeling that matches the school grounds, including parking areas, athletic fields, surrounding roads, and neighboring properties using standard labeling rules set by the State Department of Education; and
- The mapping data shall be overlaid with a grid and coordinates.

Annual Certification or Updates. The district shall annually:

- Certify to the appropriate public safety agencies that the mapping data provided pursuant to this policy is accurate; or
- If such information has changed, provide the appropriate public safety agencies with updated mapping data.

Reimbursement. The Superintendent shall apply to the State Department of Education in the manner prescribed by the Commissioner of Education for a grant to cover the costs of providing payment to vendors on behalf of the school district to facilitate the implementation of mapping data in accordance with this policy. Such application shall include a copy of this school policy, an estimate from a vendor on the cost of providing such mapping data that meets the requirements of this policy, and any other information the department may require. Alternatively, the Superintendent may apply to and contract with the district's educational service unit in the manner prescribed by the educational service unit for purposes of covering the costs of facilitating mapping data in accordance with this policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

NOTE TO BE DELETED: THIS POLICY IS FOR ALL CLASS III SCHOOL DISTRICTS AND CLASS I AND II SCHOOL DISTRICTS THAT HAVE DECIDED NOT TO ALLOW EMPLOYEES AND CONTRACTORS TO CARRY FIREARMS ON SCHOOL GROUNDS.

3060 Firearms and Weapons for Non-Students

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

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

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

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers' Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training;
2. The possession of firearms by peace officers or other duly authorized law enforcement officers

The carrying of firearms by qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18 U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;

4. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
5. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or
6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

Consequences. In the event a person violates this policy, the school may:

- Make a report to law enforcement;
- Ban any violator from school grounds, school vehicles, or school events for any time period it deems appropriate; and/or
- Take any other action allowed by law.

Adopted on: _____

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 an individual procurement transaction for 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~~Simplified Acquisition Procedures)

~~Small purchases~~Simplified acquisitions are purchases that, in the aggregate amount, ~~is~~are more than \$10,000 and less than \$250,000 annually. ~~For~~For simplified acquisitions ~~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 procurement transaction can only be fulfilled by item is available only from a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

5. **Competitive Proposals.**

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

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered ~~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 ~~to procure in procurement of~~ A/E professional services. ~~It cannot~~The method may not be used to purchase other ~~types of services though provided by~~ A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

C. Use of Purchase (Debit & Credit) Cards

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,~~ compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more

than one year and a per-unit acquisition cost ~~which that~~ equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$~~105~~,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 that~~ acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

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. The District will

notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

G. Use of Equipment

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

H. Disposal of Equipment

When it is determined that ~~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~~ fair market value of \$~~105~~,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity.

I. Equipment Retention

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

I.J. Equipment and Capital Expenditures

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

J.K. Depreciation

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

V. Financial Management

A. Identification

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management

Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

G. Allowability of Costs

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

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

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

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

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

2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VI. Written Compensation Policies

A. Time and Effort Standards

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

federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

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

B. Time and Effort Procedures

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

C. Fringe Benefits

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

D. Leave

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

E. Unexpected or Extraordinary Circumstances

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

F. Documentation for Personnel Expenses

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

VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

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

C. Record Keeping

1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

Springer Roofing Inc.

3720 Cottonmill Ave
Kearney, NE 68845

Invoice

Date	Invoice #
7/30/2024	114557

Bill To
Bertrand Community School 503 School Street Bertrand, NE 68927

P.O. No.	Terms	Due Date
'24 - BID #2		7/30/2024

Serviced	Description	Credits	Amount
	<p>***PROJECT IS FOR PROPERTY LOCATED AT 503 SCHOOL STREET BERTRAND*** **BCS ELEMENTARY NORTHEAST SECTION OF ROOF 7-12** ***BID #2 - - YELLOW SECTION***</p> <p>GAF 20YR RHINO-BOND TPO ROOF SYSTEM GAF RHINO-BOND ATTACHED 60MIL TPO SYSTEM</p> <p>ROOFING: . INSTALL FLUTE FILL BETWEEN RIBS. . INSTALL 1 LAYER OF 1/2" HD ISO INSULATION OVER ENTIRE DECK W/ ADDITIONAL R VALUE OF 10. . RHINO BOND 1 LAYER OF 60MIL, ENERGY STAR RATED TPO OVER ENTIRE ROOF TO SYSTEM SPECS. . HEAT WELD ALL SEAMS WITH ROBOTIC WELDER USING THE RHINO-BOND SYSTEM.</p> <p>FLASHING: . FLASH ALL CURBS, WALLS, PIPES & OPENINGS WITH 60MIL TPO. . INSTALL TERMINATION BAR ON WALLS AS NECESSARY. . INSTALL NEW METAL CAP EDGING AS NECESSARY. TWENTY (20)YR ROOF SYSTEM GUARANTEE. . REMOVE ALL TWIRLY VENTS ON THIS SECTION</p> <p>**NOT INCLUDED IN ESTIMATE TOTAL - - THIS IS AN ADDITIONAL CHARGE** UPGRADE: TO 30YR EXTREME TPO.....\$39,000</p> <p>**NOT INCLUDED IN ESTIMATE TOTAL - - THIS IS AN ADDITIONAL CHARGE** *GAF DIAMOND PLEDGE 20YR NDL (NO DOLLAR LIMIT) EDGE TO EDGE WARRANTY* ROOF WILL BE INSPECTED BY A GAF REPRESENTATIVE. AFTER APPROVAL, A FORMAL 20YR NDL SYSTEM & LABOR WARRANTY WILL BE ISSUED FROM THE SYSTEM'S MANUFACTURER.....\$2,800</p> <p>*EXTRA EXPENSE: . EXTEND PLUMBING PIPES - 12 TOTAL ACROSS WHOLE BUILDING</p>		<p>182,340.00</p> <p>0.00</p> <p>0.00</p> <p>2,800.00</p> <p>395.00</p>
		Total	\$185,535.00
		Payments/Credits	\$0.00
		Balance Due	\$185,535.00

Ph: 308-237-4498

Fax: 308-237-5274

Web Site: www.SpringerRoofing.com

Springer Roofing Inc.

3720 Cottonmill Ave
Kearney, NE 68845

Invoice

Date	Invoice #
7/30/2024	114556

Bill To
Bertrand Community School 503 School Street Bertrand, NE 68927

P.O. No.	Terms	Due Date
'24 -BID #1		7/30/2024

Serviced	Description	Credits	Amount
	<p>***PROJECT IS FOR PROPERTY LOCATED AT 503 SCHOOL STREET BERTRAND*** **BCS ELEMENTARY WEST SIDE SECTION** ***BID #1 -- GREEN SECTION***</p> <p>GAF 20YR RHINO-BOND TPO ROOF SYSTEM GAF RHINO-BOND ATTACHED 60MIL TPO SYSTEM</p> <p>ROOFING: . INSTALL FLUTE FILL BETWEEN RIBS. . INSTALL 1 LAYER OF 1/2" HD ISO INSULATION OVER ENTIRE DECK W/ ADDITIONAL R VALUE OF 10. . RHINO BOND 1 LAYER OF 60MIL, ENERGY STAR RATED TPO OVER ENTIRE ROOF TO SYSTEM SPECS. . HEAT WELD ALL SEAMS WITH ROBOTIC WELDER USING THE RHINO-BOND SYSTEM.</p> <p>FLASHING: . FLASH ALL CURBS, WALLS, PIPES & OPENINGS WITH 60MIL TPO. . INSTALL TERMINATION BAR ON WALLS AS NECESSARY. . INSTALL NEW METAL CAP EDGING AS NECESSARY. TWENTY (20)YR ROOF SYSTEM GUARANTEE. . REMOVE ALL TWIRLY VENTS ON THIS SECTION</p> <p>**NOT INCLUDED IN ESTIMATE TOTAL -- THIS IS AN ADDITIONAL CHARGE** UPGRADE: TO 30YR EXTREME TPO.....\$7,500 **NOT INCLUDED IN ESTIMATE TOTAL -- THIS IS AN ADDITIONAL CHARGE** *GAF DIAMOND PLEDGE 20YR NDL (NO DOLLAR LIMIT) EDGE TO EDGE WARRANTY* ROOF WILL BE INSPECTED BY A GAF REPRESENTATIVE. AFTER APPROVAL, A FORMAL 20YR NDL SYSTEM & LABOR WARRANTY WILL BE ISSUED FROM THE SYSTEM'S MANUFACTURER.....\$1,300</p>		<p>45,820.00</p> <p>0.00</p> <p>0.00</p> <p>1,300.00</p>
		Total	\$47,120.00
		Payments/Credits	\$0.00
		Balance Due	\$47,120.00

Ph: 308-237-4498

Fax: 308-237-5274

Web Site: www.SpringerRoofing.com

**2004
Oath of Office**

No board member is required to take an oath of office pursuant to Nebraska law. However, new board members may voluntarily take the following oath before entering into their official duties:

I,, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Board members may affirm the oath orally or in writing. Copies of written oaths will be retained as official records of the school district in the main administrative office and such other places as may be required by law. Board members who give the oath orally will be noted in the minutes.

Adopted on: _____

Revised on: _____

Reviewed on: _____