Board of Education Regular Meeting
Monday, July 14, 2025 6:00 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
   1.7. Celebration of Excellence - Steph Edgren & Brenda High
2. Administrator Reports
   2.1. Athletic Director
   2.2. Principal
   2.3. Superintendent
3. Board Committee Reports
   3.1. Facility
   3.2. Negotiations
   3.3. Transportation
   3.4. Americanism
4. Discussion/Action Items
   4.1. Technology Upgrade Presentation
   4.2. Amendment to the Superintendent's contract modifying the salary for the 2025–2026 contract year.
   4.3. Adoption of Resolution for 125 Plan (commonly referred to as the "Cafeteria Plan")
   4.4. Resignations
   4.5. New Hires
      4.5.1. Cole Birkel - Part-time STS Teacher
      4.5.2. Hiring of Kelsey Dannehl - Paraprofessional
      4.5.3. John Vincent - Maintenance, Substitute Teacher (as needed), SPED Bus Driver
   4.6. Surplus Item
   4.7. Lean Too Bids
   4.8. Breakfast & Lunch Prices 2025-2026
   4.9. Substitute Pay
   4.10. Policy Updates
5. Upcoming Learning Events
6. Next Meeting

7. Closed/Executive Session (if necessary)
8. Adjourn

Board of Education Regular Meeting

Monday, June 16, 2025 6:00 PM Central

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

Ross Boggs:	Present
Chris Davison:	Absent
Isaac Kuck:	Present
Christy Pelton:	Present
Jonathan Sand:	Present
Ross Winheim:	Present

Present: 5, Absent: 1.
Also present: Nicole LeClaire, Steve Bristol, Craig Newcomb, & Steph Edgren

1. Call to Order/Opening the Meeting

1.1. Public Meeting Announcement

1.2. Open Meetings Act posted on South wall of the Innovation Lab

1.3. Board Member Attendance Roll Call/Sign Acknowledgment of Receipt Notice
A motion to excuse Chris Davison from the June 16th Regular Board Meeting, passed with a motion by Ross Boggs and a second by Christy Pelton.
Chris Davison: Absent, Ross Boggs: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea
Yea: 5, Nay: 0, Absent: 1

1.4. Pledge of Allegiance

1.5. Consent Agenda
Motion to approve consent agenda, passed with a motion by Ross Boggs and a second by Ross Winheim.
Chris Davison: Absent, Ross Boggs: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea
Yea: 5, 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

1.7. Celebration of Excellence - None

2. Administrator Reports

2.1. Athletic Director, Craig Newcomb, reported on gym facility summer projects, summer weights, camps and leagues, and extra duties.

2.2. Principal, Steve Bristol, reported on concrete repair to begin, bids for the gutter repair, and transportation updates and inspections.

2.3. Superintendent, Nicole LeClaire, reported on grants and donations, mapping grant progress, professional development dates, and school board workshops.

3. Board Committee Reports

3.1. Facility – none

3.2. Transportation – vehicle discussion

4. Discussion/Action Items

4.1. Superintendent Contract 2025-2026
Discuss and approve the second-year contract for the Superintendent.
Motion to approve the superintendent contract for 2025-2026, passed with a motion by Christy Pelton and a second by Isaac Kuck.
Chris Davison: Absent, Ross Boggs: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea
Yea: 5, Nay: 0, Absent: 1

4.2. Principal Contract
Discuss and approve the Principal's contract for 2025-2026.
Motion to approve the principal contract for 2025-2026, passed with a motion by Christy Pelton and a second by Ross Boggs.
Chris Davison: Absent, Ross Boggs: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea
Yea: 5, Nay: 0, Absent: 1

4.3. Conversion Upgrade (Quote 44833) for door entry system with the addition of two new entry points (Quotes 44892/93).
Motion to approve the door entry system in the approximate amount of $14,212.71, passed with a motion by Christy Pelton and a second by Ross Winheim.
Chris Davison: Absent, Ross Boggs: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea
Yea: 5, Nay: 0, Absent: 1

4.4. Carpet Project
Discuss, consider and take action on the carpet project to be completed this summer.
Motion to approve carpeting the hallways and one classroom in the approximate amount of $36,109, passed with a motion by Isaac Kuck and a second by Christy Pelton.
Chris Davison: Absent, Ross Boggs: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea
Yea: 5, Nay: 0, Absent: 1

4.5. Crow's Nest & Bleacher Project
Discuss, consider, and take action on the Crow's Nest estimate.
Motion to approve the Crow’s nest project in the approximate amount of $177,084, passed with a motion by Ross Boggs and a second by Jonathan Sand.
Chris Davison: Absent, Ross Boggs: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea
Yea: 5, Nay: 0, Absent: 1

4.6. Purchase of Van – No action taken

4.7. 30 x 50 x 12 High Garage Bids -No action taken

4.8. Gutter Repair
Discuss and consider, and take action on a gutter repair bid.
Motion to approve gutter repair in the approximate amount of $3036.73 passed with a motion by Christy Pelton and a second by Isaac Kuck.
Chris Davison: Absent, Ross Boggs: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea
Yea: 5, Nay: 0, Absent: 1

4.9. Policy 3026 Handbooks
Discuss and approve Policy 3026 with the recommended red line changes from KSB school attorneys Motion to approve policy 3026, passed with a motion by Christy Pelton and a second by Ross Winheim.
Chris Davison: Absent, Ross Boggs: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea
Yea: 5, Nay: 0, Absent: 1

4.10. Handbooks
Discuss and approve the revisions to the 2025-2026 Staff Handbook.
Motion to approve the revisions to the 2025-2026 Staff Handbook as recommended by school administration and KSB school attorneys with expedited title 9 Passed with a motion by Christy Pelton and a second by Ross Boggs.
Chris Davison: Absent, Ross Boggs: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea
Yea: 5, Nay: 0, Absent: 1

4.11. Surplus
Discuss moving hurdles to surplus.
Motion to move the excess hurdles to surplus, passed with a motion by Ross Boggs and a second by Isaac Kuck.
Chris Davison: Absent, Ross Boggs: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea
Yea: 5, Nay: 0, Absent: 1

5. Upcoming Learning Events

5.1. Leadership Workshop - Tuesday, July 29 - Kearney

5.2. Area Membership Meeting - Thursday, August 21 - Kearney

5.3. State Education Conference - November 19-21 - Omaha

6. Next Meeting July14th at 6:00 PM
Motion to adjourn the June 16th regular Board of Education meeting at 7:31 pm and set the next regular Board of Education meeting on July 14th at 6:00 pm, passed with a motion by Ross Boggs and a second by Ross Winheim.
Chris Davison: Absent, Ross Boggs: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea
Yea: 5, Nay: 0, Absent: 1

7. Closed/Executive Session --- None

8. Adjourn

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7. Closed/Executive Session --- None

8. Adjourn

Bertrand Community School **JULY 2025 BOARD AUTHORIZATION REPORT**

Check #	Vendor Name	Amount	Vendor Description
44812	3E ELECTRICAL ENGINEERING & EQUIP	395.80	BUILDING MAINTENANCE
44813	ACE HARDWARE	227.05	BUILDING/GROUNDS
44814	AG ED COOP ACCOUNT	11,304.59	AG ED SALARY REIMB.
44815	AMAZON CAPITAL SERVICES	2,845.19	AMAZON SUPPLY PURCHASES
44816	BERTRAND HOT LUNCH (PS REIMB)	229.80	PRESCHOOL BREAKFAST
44817	BLACK HILLS ENERGY	2.77	NATURAL GAS
44818	BLICK ART MATERIALS	2,050.94	ART SUPPLIES
44819	BRISTOL, STEVE	100.00	REIMBURSEMENT
44820	CDL, INC.	507.69	MONTHLY SERVICE
44821	COPYCAT PRINTING	130.00	PRINTING
44822	CRAIG RESOURCES INC.	1,518.79	SPED HEALTH CARE
44823	CROSS COUNTRY MARKET	7.57	SUPPLIES
44824	DIVERSIFIED DRUG TESTING	121.70	DRUG TESTING
44825	EAKES OFFICE SOLUTIONS	181.15	COPIES/SUPPLIES/FURNITURE
44826	EDUCATIONAL SERVICE UNIT #16	375.00	TRAINING
44827	EDUCATIONAL SERVICE UNIT #9	250.00	MTG/DEAF/VISION
44828	EGAN SUPPLY CO.	659.03	CUSTODIAL SUPPLIES
44829	ESU #10	165.00	TECH SUPPORT/DEAF SERVICES
44830	ESU #11	12,789.78	MONTHLY/QUARTERLY SERVICES
44831	FAMILY MEDICAL SPECIALTIES	184.00	BUS EXAM
AUTO	FIRST STATE BANK	35.00	ACH FEE
44832	FRONTIER COMMUNICATIONS	241.02	TELEPHONE
44833	GENERAL FUND CLEARING	2,755.00	REIMBURSEMENT
44834	GREEN LANDSCAPES INC.	725.00	GROUNDS
44835	HOLDREGE DAILY CITIZEN	104.73	LEGAL NOTICES
44836	HOMETOWN LEASING	1,718.81	COPIER PAYMENT
44837	HOT LUNCH FUND	2,997.85	TRANSFER/NOON DUTIES
44838	LAKESHORE LEARNING MATERIALS, LLC	42.93	TEACHING MATERIALS
44839	LECLAIRE, NICOLE	70.18	TELEPHONE REIMB.
44840	MATHESON TRI-GAS INC.	109.99	SHOP/FFA SUPPLIES
44841	MOSYLE CORPORATION	2,172.50	LICENSE FEE
44842	NCSA	300.00	MEMBERSHIP/MTG EXP.
44843	NEBRASKA ASSOCIATION OF SCH BD	185.00	MTG/MEMBERSHIP/SUPT SEARCH
44844	NEBRASKA CENTRAL EQUIPMENT INC.	155.38	BUS REPAIR
44845	NEBRASKA RURAL COMMUNITY SCHOO	850.00	DUES/MEETING EXP
44846	PRO BUILDING SUPPLY INC.	118.40	INSTRUCTION EXP.
44847	PSYCH COOP ACCT	10,663.10	PSYCH COOP EXP.
44848	RELIABLE PEST CONTROL SERVICES	62.00	BUILDING MAINTENANCE
44849	SCHOOL SPECIALTY LLC	256.53	TEACHING MATERIALS
44850	SCHWARZ, SCOTT	95.15	BLDG MAINT.
44851	SOFTWARE UNLIMITED INC.	7,250.00	ACCOUNTING PKG MATERIALS
44852	SOUTHERN POWER DISTRICT	3,763.00	ELECTRICITY
44853	STAPLES ADVANTAGE	505.77	INSTRUCTION/CUSTODIAL
44854	STATE OF NEBRASKA	505.30	NETWORK SERVICE
44855	THOSE BLASTED SIGNS	152.00	SIGNS/BANNERS
AUTO	TIME MANAGEMENT SYSTEMS	250.29	TIME CARD SYSTEM
44856	US BANK	161.96	CREDIT CARD CHARGES
44857	VERIZON WIRELESS	123.17	CELL PHONE
44858	VILLAGE OF BERTRAND	819.87	WATER/SEWER/TRASH/
44859	WINDSTREAM	73.55	DISTANCE LEARNING
44860	YANDA'S MUSIC	5,701.08	INSTRUMENT REPAIR/SUPPLIES
	July 2025 Bills	$77,010.41	
	July 2025 Payroll	$281,070.70	
	July 2025 Total	$358,081.11	

PREPAID JUNE 30 FOR CTE GRANT & RET ADJ. (not included in these totals)

44789	MATHESON TRI-GAS INC.	2,820.79	PLASMA CUTTER
44790	MENARDS	639.76	POWER WASH & EQUIP
AUTO	NEBR EMPLOYEE RETIREMENTY SYSTEMS	16.76	ADJUSTMENT

GENERAL FUND CLEARING
June 30, 2025

GFC

$	DATE	CK#	TO	ACCT #	DESCRIPTION
1,375.00	06/11/25	4359	Nebr Coaches Assn	11100330001000	Dues/Registration
55.00	06/12/25	4360	Nebr Coaches Assn	11100330001000	Dues/Registration
1,325.00	06/19/25	4361	NSAA	11100330001000	Dues/Registration

2,755.00

BERTRAND COMMUNITY SCHOOL FINANCIAL REPORT AS OF JUNE 30, 2025

	RECEIPTS	DISBURSEMENT	BALANCE
GENERAL FUND			
(Checking & Money Market)			
Balance MAY 31, 2025			$5,005,387.93
Receipts	$407,516.86		
Disbursements			
Bills & Payroll		$417,966.02	
Prepaid CTE Grant & Ret Adj.		$3,477.31	
Balance JUNE 30, 2025			$4,991,461.46
ACTIVITY FUND			
Balance MAY 31, 2025			$163,871.66
Receipts	$830.28		
Disbursements		$3,795.95	
Balance JUNE 30, 2025			$160,905.99
ATHLETIC FUND			
Balance MAY 31, 2025			$56,534.42
Receipts	$1,050.00		
Disbursements		$9,532.95	
Balance JUNE 30, 2025			$48,051.47
DEPRECIATION FUND			
(Bus Replacement)			
Balance MAY 31, 2025			$596,812.29
Interest	$539.76		
Disbursements			
None			
Balance JUNE 30, 2025			$597,352.05
BUILDING FUND (Regular)			
Balance MAY 31, 2025			$1,943,147.16
Receipts			
Gosper Co.	$13,153.14		
Phelps Co.	$14,321.01		
Interest	$806.18		
Disbursements			
Morton Buildings		$53,318.00	
Balance JUNE 30, 2025			$1,918,109.49
BOND FUND			$324,615.49
Receipts	$9,916.26		
Disbursements			
None			
Balance JUNE 30, 2025			$334,531.75
QCPF-2			
			$323,353.06
Receipts	$13,617.81		
Disbursements			
None			
Balance JUNE 30, 2025			$336,970.87

HISTORICAL INFORMATION	2022	2023	2024
General	$2,155,231	$2,602,178	3,490,935
Depreciation/Bus Replacement	$330,832	$442,246	495,804
Building	$485,971	$1,005,208	1,529,913
Bond	$292,027	$208,885	320,743
QCPF #2	$335,323	$321,202	309,571

Receipt Number	Received From	Receipt Date	Cash Receipt Description	Chart of Account Number	Detail Description	Amount
0603-01		06/03/2025	EFT St of Ne - SPED S/A	01 3120	SPED S/A	80,728.00
0609-01		06/09/2025	St of NE EFT - SPED S/A	01 3120	SPED S/A	62,949.00
0616-01		06/16/2025	ESU = Perkins	01 4525	AG conf. Reimb.	300.00
1899		06/23/2025	Ins. Reimb.	01 453	Boggs	84.95
1899		06/23/2025	Ins. Reimb.	01 453	Pelton	1,598.61
0620-01		06/29/2025	EFT ST of NE - Mapping	01 3599	Mapping Grant	3,797.00
0630-01		06/30/2025	EFT St of NE - St Aid	01 3110	State Aid	37,949.00
0630-02		06/30/2025	Interest on Acct	01 1510	Interest on Acct	4,497.91
					Total:	191,904.47
0605-01	GOSPTREAS GOSPER CO TREASURER	06/05/2025	County Taxes	01 1100	Taxes	97,443.44
0605-01	GOSPTREAS GOSPER CO TREASURER	06/05/2025	County Taxes	01 1125	MV	1,720.00
0605-01	GOSPTREAS GOSPER CO TREASURER	06/05/2025	County Taxes	01 1911	Liq License	112.73
0605-01	GOSPTREAS GOSPER CO TREASURER	06/05/2025	County Taxes	01 3130	Homestead	766.02
0605-01	GOSPTREAS GOSPER CO TREASURER	06/05/2025	County Taxes	01 2110	Fines	455.61
					GOSPTREAS GOSPER CO TREASURER Total:	100,497.80
0616-02	PHELPTREAS PHELPS CO. TREASURER	06/16/2025	County Taxes	01 1100	Taxes	103,965.69
0616-02	PHELPTREAS PHELPS CO. TREASURER	06/16/2025	County Taxes	01 1125	MV	7,306.41
0616-02	PHELPTREAS PHELPS CO. TREASURER	06/16/2025	County Taxes	01 2110	Fines	879.17
0616-02	PHELPTREAS PHELPS CO. TREASURER	06/16/2025	County Taxes	01 3130	Homestead	2,963.32
					PHELPTREAS PHELPS CO. TREASURER Total:	115,114.59

Summary Totals

Account Type		Cash Accounts		Receivable Accounts
Subtotal Revenue	405,833.30	01 101	407,516.86	
Subtotal Expense		Total:	407,516.86	
Subtotal General Ledger	1,683.56			
Account Total	407,516.86			

Activity Fund Balance Report - Summary - Exclude Encumbrances
06/2025 - 06/2025

Fund: 05 ACTIVITIES

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 8101	FUND BALANCE/GENERAL	7,338.76	1,467.52	157.85	0.00	6,029.09
05 704 8102	FUND BALANCE/LIBRARY	982.84	0.00	0.00	0.00	982.84
05 704 8103	FUND BALANCE/POP MACHINE	(266.25)	0.00	0.00	0.00	(266.25)
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	6,305.80	408.42	50.00	0.00	5,947.38
05 704 8106	FUND BALANCE/CLASS 2028	350.00	0.00	0.00	0.00	350.00
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	963.43	0.00	0.00	0.00	963.43
05 704 8111	FUND BALANCE/CLASS OF 2026	547.27	0.00	0.00	0.00	547.27
05 704 8112	FUND BALANCE/CLASS OF 2027	3,595.47	0.00	0.00	0.00	3,595.47
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	11,237.93	116.71	0.00	0.00	11,121.22
05 704 8116	FUND BALANCE/NHS	6,947.89	56.00	0.00	0.00	6,891.89
05 704 8117	FUND BALANCE/STUDENT COUNCIL	1,542.45	0.00	275.00	0.00	1,817.45
05 704 8120	FUND BALANCE/BAND	2,119.16	0.00	0.00	0.00	2,119.16
05 704 8121	FUND BALANCE/CONCESSIONS	17,306.03	1,324.55	0.00	0.00	15,981.48
05 704 8122	FUND BALANCE/BCSVSO	1,883.85	0.00	0.00	0.00	1,883.85
05 704 8126	FUND BALANCE/PLAY	921.23	0.00	0.00	0.00	921.23
05 704 8130	FUND BALANCE/READING ENRICH	4,658.42	22.76	0.00	0.00	4,635.66
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 8140	FUND BALANCE YEARBOOK	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	(1,798.73)	0.00	0.00	0.00	(1,798.73)
05 704 8146	FUND BALANCE YEARBOOK 24-25	1,533.39	0.00	347.43	0.00	1,880.82
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	3,641.78	0.00	0.00	0.00	3,641.78
05 704 8150	FUND BALANCE-GREENHOUSE DONATIONS	239.29	0.00	0.00	0.00	239.29
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	69,928.83	399.99	0.00	0.00	69,528.84
05 704 8160	FUND BALANCE BLEACHERS	7,500.00	0.00	0.00	0.00	7,500.00
05 704 8175	FUND BALANCE/CONCESSIONS HOLDING	6,117.53	0.00	0.00	0.00	6,117.53
	Fund Total: 05	163,871.66	3,795.95	830.28	0.00	160,905.99

Activity Fund Balance Report - Summary - Exclude Encumbrances
06/2025 - 06/2025

Fund: 04 ATHLETICS

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
04 704	FUND BALANCE	35,342.16	0.00	0.00	0.00	35,342.16
04 704 9101	ATH GATE FUND BALANCE	19,672.02	0.00	0.00	0.00	19,672.02
04 704 9102	ATH MISC. FUND BALANCE	(16,316.18)	4,963.81	0.00	0.00	(21,279.99)
04 704 9103	ATH OFFICIALS FUND BALANCE	(18,825.00)	0.00	0.00	0.00	(18,825.00)
04 704 9104	ATH MEET FUND BALANCE	(1,452.14)	0.00	1,050.00	0.00	(402.14)
04 704 9105	ATH EQUIPMENT FUND BALANCE	(5,914.99)	2,076.09	0.00	0.00	(7,991.08)
04 704 9120	ATH VOLLEYBALL FUND BALANCE	2,820.04	0.00	0.00	0.00	2,820.04
04 704 9121	ATH FOOTBALL FUND BALANCE	6,270.89	100.00	0.00	0.00	6,170.89
04 704 9122	ATH BOY BB FUND BALANCE	54.31	0.00	0.00	0.00	54.31
04 704 9123	ATH GIRLS BB FUND BALANCE	3,533.55	525.00	0.00	0.00	3,008.55
04 704 9124	ATH CC FUND BALANCE	864.76	0.00	0.00	0.00	864.76
04 704 9125	ATH CHEERLEADERS FUND BALANCE	4,631.01	1,868.05	0.00	0.00	2,762.96
04 704 9126	ATH TRACK FUND BALANCE	15,185.00	0.00	0.00	0.00	15,185.00
04 704 9140	ATH VIKING STORE FUND BALANCE	3,788.62	0.00	0.00	0.00	3,788.62
04 704 9141	ATH DONATED FUNDS BALANCE	7,266.96	0.00	0.00	0.00	7,266.96
04 704 9150	ATH. VIKING BOOSTER CLUB FUND BALANCE	(386.59)	0.00	0.00	0.00	(386.59)
	Fund Total: 04	56,534.42	9,532.95	1,050.00	0.00	48,051.47

Bertrand Community School
Hot Lunch June
2024-2025

Cash Balance 5/31/2025	$42,918.92
Receipts	
Student Lunches	$2,083.65
General Fund	$0.00
Noon Duty	$0.00
State Reimb.	$7,623.31
Adult	
Roll	$120.00
Preschool	$0.00
Rebate	
Reimbursement	$0.00
Total Receipts	**$9,826.96**
Total Available	**$52,745.88**
Expenditures	
Food	$1,497.27
Salary	$7,526.46
SS	$366.32
Medicare	$85.67
Retirement	$709.22
Insurance	$3,053.91
Equipment/Improvements/Supplies	$0.00
Other	$0.00
Total Expenditures	**$13,238.85**
Cash Balance 6/30/2025	**$39,507.03**

Bertrand Community School
Activities Director Report
July 2025

Facilities - Gym Floors

Old/West Gym - July 3: Done, gym reopened.

New/East Gym - July 24: The gym/weight room will remain closed through the first of August; the Custodians will be using this time to do a thorough cleaning of the weight room to prepare it for the start of school.

Coaches Clinic:

Tuesday & Wednesday, July 22-23. 8 coaches will be attending the clinic/sessions.

Extra Duties

Facilities - Crows Nest

Will have update at meeting

2025-2026 Fall Activities

RPAC Fall Coaches / Sponsors Meeting at Southwest High School - Aug. 6th

Fall Practices: all start on Monday, Aug. 11th

First day of school - Wednesday, Aug. 13th

VBC Tailgate, FB Blue/White Practice - TBD

First contests: CC, FB & VB — Thursday & Friday, Aug. 28th & 29th.

Principal Report

July 2025

Buildings & Grounds

- Concrete work is about half way complete
- Pricing bids

Tranportation

- Viking logo decals have been placed on the white vans, car and suburban

Curriculums

- High school students needing credit recovery were given the opportunity through June to make up their lost credit. A thank you to Mr. Chesterman for proctoring summer school.

Administration

- We are busy getting ready for the next school year
- New teacher orientation, mandatory videos etc.

julie creativesitesllc.com
<julie@creativesitesllc.com>

9:10 AM (3 minutes ago)

to me

Hi Steve,

We could do any of the three options on the below links per the quote attached.

Nucleus NU-3719

Nucleus NU-3432 | Children's Playground Equipment

Nucleus NUIN-3443

For the install, I did install only, with some gravel moving.

Let me know if we need to do any removals or anything else to the site.

Please call me with any questions, thanks!!

Nucleus NU-3719

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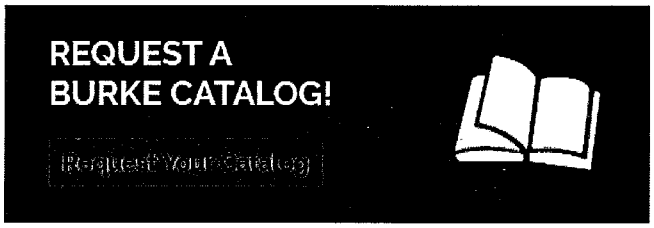
Key Features:

Ages: 5-12
Approximate List Price*: $76,065
ASTM Use Zone: 38' x 44'
Capacity: 81
Fall Height: 96"
Play Events: 20

Children build rich imaginary worlds through unstructured, open-ended play. As they invent games and explore character roles, they are using critical-thinking skills, expressing their own creativity and building confidence.



*Contact your local Burke representative for exact pricing based on design specifics to meet your needs. Surfacing, freight, taxes and installation are extra. Specifications and pricing subject to change without notice. For additional information on pricing of equipment, installation, surfacing and freight, please click above or call 1-800-266-1250. International direct dial is 00+1 920-921-9220.

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Nucleus NU-3432

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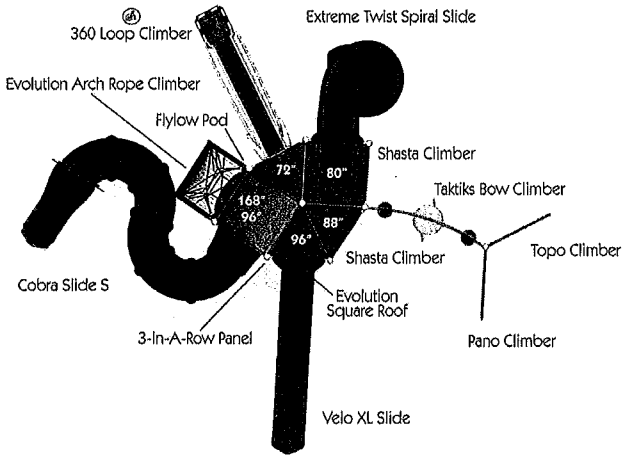

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Key Features:

Ages: 5-12
Approximate List Price*: $77,407
ASTM Use Zone: 45' x 42'
Capacity: 68
Fall Height: 168"
Kid Capacity: 69
Play Events: 14

Imagine feeling unstoppable — developing the skills, resilience and determination to overcome any obstacle. The Nucleus Evolution® collection is the evolution of Play That Moves You®, offering experiences unlike any playground before. Climb ropes to view the world from a different angle. You're protected, yet everything feels open and new. It's a perspective unlike anything you've experienced, and it will revolutionize the way you play.

CONTACT OUR REPRESENTATIVE!

REQUEST A BURKE CATALOG!

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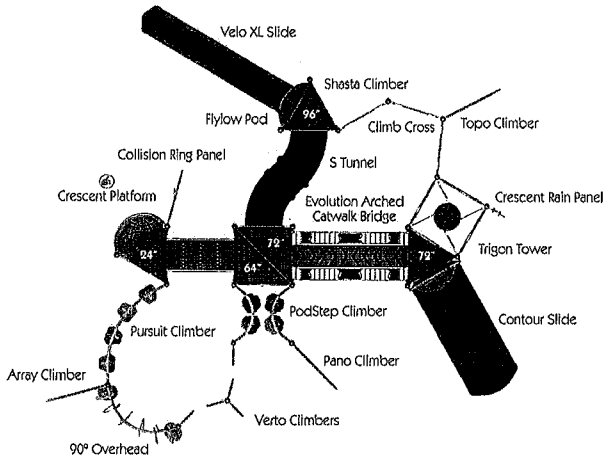

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NUIN-3443
by BCI Burke

We value your privacy

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Key Features:

Ages: 5-12
Approximate List Price*: $78,657
ASTM Use Zone: 44' x 46'
Capacity: 90
Fall Height: 100"
Play Events: 18

Children build rich imaginary worlds through unstructured, open-ended play. As they invent games and explore character roles, they are using critical-thinking skills, expressing their own creativity and building confidence.

CONTACT OUR REPRESENTATIVE!

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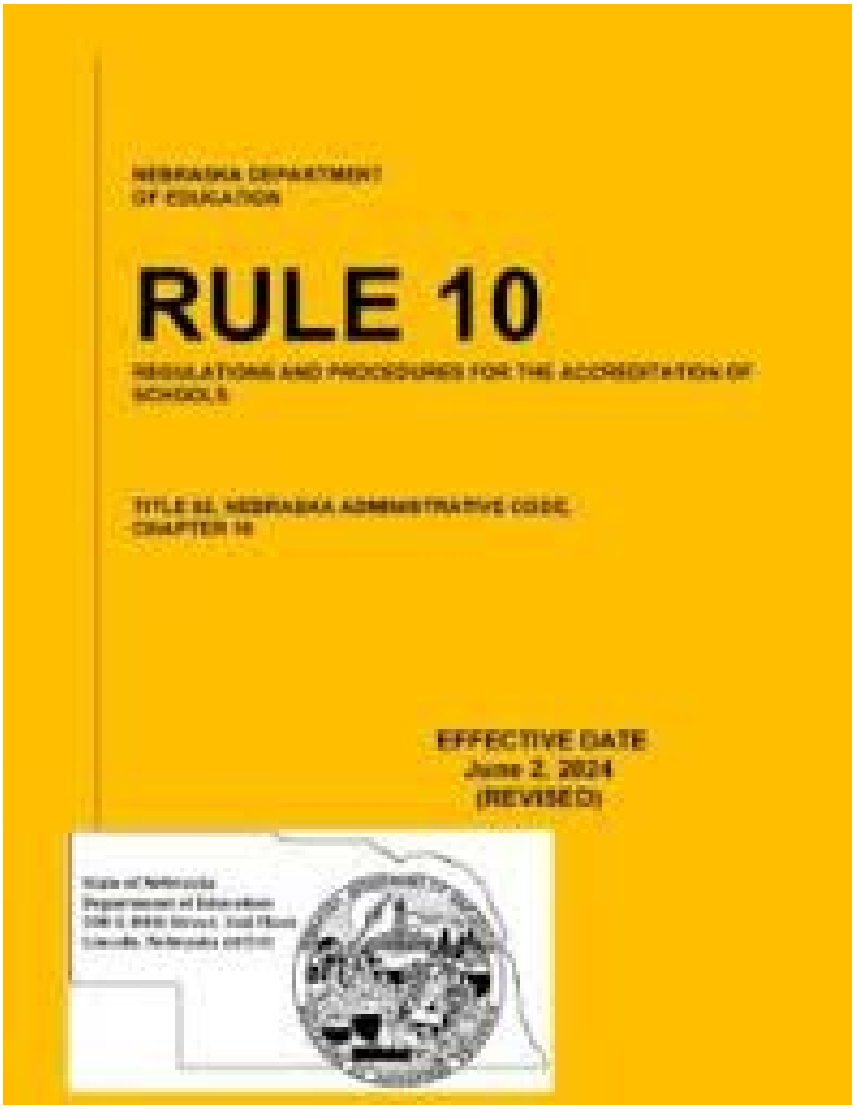
SUPERINTENDENT REPORT

July 14, 2025

🏫 Rule 10 Accredited 🏫



🍎 Back to School Schedule

Monday, August 11th - OPEN HOUSE 6:30-8:00

Monday/Tuesday, August 11-12 - Teacher Inservice
Wednesday, August 13th - First Day of School 2:30 Dismissal

🏫 School Board Workshops & Information

NASB Leadership Workshop
July 29, 2025
Kearney

Area Membership Meeting
August 21, 2025
Kearney

Labor Relations Meeting
October 1 & 2
Lincoln

State Education Conference
November 19-21
Omaha

Bertrand Community School
A quality education that empowers students to realize their full potential.

Contact

AMENDMENT TO SUPERINTENDENT'S CONTRACT

This Amendment is entered into on this **14th day of July, 2025**, by and between the **Board of Education of Bertrand Community School District #54-0125**, and **Nicole J. LeClaire, Superintendent**, regarding the two-year employment contract dated **8 April, 2024.**

Whereas, the parties previously entered into a Superintendent Contract for the period of July 1, 2024 through June 30, 2026;

Whereas, the parties wish to modify the compensation for the second year (July 1, 2025 – June 30, 2026);

Now, Therefore, the contract is hereby amended as follows:

1. **Compensation**:
   The annual salary for the 2025–2026 contract year shall be $146,000.00 (gross annual salary), to be paid in equal monthly installments.

2. **No Other Changes**:
   All other terms and conditions of the contract dated 8 April, 2024 remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first above written.

Executed by the Board this **14th day of July, 2025.**

_____
President, Board of Education

_____
Superintendent

Attest:

_____
Board Secretary

CERTIFICATE OF RESOLUTION

The undersigned authorized representative of **Bertrand Community School** (the Employer) hereby certifies that the following resolutions were duly adopted by the governing body of the Employer on 7-14-25, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended and restated Welfare Benefit Plan, effective September 01, 2025, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

RESOLVED, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

The undersigned further certifies that attached hereto as Exhibits, are true copies of Bertrand Community School's Benefit Plan Document and Summary Plan Description approved and adopted at this meeting.

Company: Bertrand Community School

Signature: Nicole LeClaire

Printed Name: Nicole S. LeClaire

Title: Superintendent

Date: 7-14-25

Bertrand Community School

Bertrand Community School
503 School St
Bertrand, NE 68927

Bertrand Community School FSA Plan

Summary Plan Description

Amended and Restated September 01, 2025

TABLE OF CONTENTS

I. ARTICLE - ELIGIBILITY

01. HOW CAN I PARTICIPATE IN THE PLAN?
02. WHAT ARE THE ELIGIBILITY REQUIREMENTS FOR OUR PLAN?
03. WHEN CAN I ENTER THE PLAN?
04. HOW DO I ENROLL IN THE PLAN?

II. ARTICLE - OPERATION

01. HOW DOES THIS PLAN OPERATE?

III. ARTICLE - CONTRIBUTIONS; ELECTIONS

01. HOW MUCH OF MY PAY MAY THE EMPLOYER REDIRECT?
02. WHAT HAPPENS TO CONTRIBUTIONS MADE TO THE PLAN?
03. WHEN MUST I DECIDE WHICH ACCOUNTS I WANT TO USE?
04. WHEN IS THE ELECTION PERIOD FOR OUR PLAN?
05. MAY I CHANGE MY ELECTIONS DURING THE PLAN YEAR?
06. MAY I MAKE NEW ELECTIONS IN FUTURE PLAN YEARS?

IV. ARTICLE - BENEFITS

01. WHAT BENEFITS ARE OFFERED UNDER THE PLAN?
02. HEALTH FLEXIBLE SPENDING ACCOUNT
03. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT
04. PREMIUM EXPENSE ACCOUNT

V. ARTICLE - BENEFIT PAYMENTS

01. WHEN WILL I RECEIVE PAYMENTS FROM MY ACCOUNTS?
02. WHAT HAPPENS IF I DON'T SPEND ALL PLAN CONTRIBUTIONS DURING THE PLAN YEAR?
03. FAMILY AND MEDICAL LEAVE ACT (FMLA)
04. WHAT HAPPENS IF MY EMPLOYMENT TERMINATES?
05. WILL MY SOCIAL SECURITY BENEFITS BE AFFECTED?

VI. ARTICLE - HIGHLY COMPENSATED AND KEY EMPLOYEES

01. DO LIMITATIONS APPLY TO HIGHLY COMPENSATED EMPLOYEES?

VII. ARTICLE - PLAN ACCOUNTING

01. PERIODIC STATEMENTS

VIII. ARTICLE - GENERAL INFORMATION ABOUT OUR PLAN

01. GENERAL PLAN INFORMATION
02. EMPLOYER INFORMATION
03. PLAN ADMINISTRATOR INFORMATION
04. AGENT FOR SERVICE OF LEGAL PROCESS
05. TYPE OF ADMINISTRATION
06. CLAIMS SUBMISSION

IX. ARTICLE - CONTINUATION COVERAGE RIGHTS UNDER COBRA

01. WHAT IS COBRA CONTINUATION COVERAGE?
02. WHO CAN BECOME A QUALIFIED BENEFICIARY?
03. WHAT IS A QUALIFYING EVENT?
04. WHAT FACTORS SHOULD BE CONSIDERED WHEN DETERMINING TO ELECT COBRA CONTINUATION COVERAGE?
05. WHAT IS THE PROCEDURE FOR OBTAINING COBRA CONTINUATION COVERAGE?
06. WHAT IS THE ELECTION PERIOD AND HOW LONG MUST IT LAST?

07. IS A COVERED EMPLOYEE OR QUALIFIED BENEFICIARY RESPONSIBLE FOR INFORMING THE PLAN ADMINISTRATOR OF THE OCCURRENCE OF A QUALIFYING EVENT?
08. IS A WAIVER BEFORE THE END OF THE ELECTION PERIOD EFFECTIVE TO END A QUALIFIED BENEFICIARY'S ELECTION RIGHTS?
09. IS COBRA COVERAGE AVAILABLE IF A QUALIFIED BENEFICIARY HAS OTHER GROUP HEALTH PLAN COVERAGE OR MEDICARE?
10. WHEN MAY A QUALIFIED BENEFICIARY'S COBRA CONTINUATION COVERAGE BE TERMINATED?
11. WHAT ARE THE MAXIMUM COVERAGE PERIODS FOR COBRA CONTINUATION COVERAGE?
12. UNDER WHAT CIRCUMSTANCES CAN THE MAXIMUM COVERAGE PERIOD BE EXPANDED?
13. HOW DOES A QUALIFIED BENEFICIARY BECOME ENTITLED TO A DISABILITY EXTENSION?
14. DOES THE PLAN REQUIRE PAYMENT FOR COBRA CONTINUATION COVERAGE?
15. MUST THE PLAN ALLOW PAYMENT FOR COBRA CONTINUATION COVERAGE TO BE MADE IN MONTHLY INSTALLMENTS?
16. WHAT IS TIMELY PAYMENT FOR COBRA CONTINUATION COVERAGE?
17. ARE THERE OTHER COVERAGE OPTIONS BESIDES COBRA CONTINUATION COVERAGE?
18. MUST A QUALIFIED BENEFICIARY BE GIVEN THE RIGHT TO ENROLL IN A CONVERSION HEALTH PLAN AT THE END OF THE MAXIMUM COVERAGE PERIOD FOR COBRA CONTINUATION COVERAGE?
19. HOW IS MY PARTICIPATION IN THE HEALTH FLEXIBLE SPENDING ACCOUNT AFFECTED?

Bertrand Community School

Bertrand Community School FSA Plan

INTRODUCTION

The Company's Flexible Benefit Plan ("Plan") has been established to allow Eligible Employees to pay for certain benefits on a pre-tax basis. There are specific benefits that you may elect, and they are outlined in this Summary Plan Description. You will also be informed about other important information concerning the Plan, such as the conditions you must satisfy before you can join and the laws that protect your rights.

Read this Summary Plan Description ("SPD") carefully so that you understand the provisions of the Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the Plan document, which governs the operation of the Plan. The Plan document is written in much more technical language. Please note that if the non-technical language in this SPD and the legal language of the Plan document conflict, the Plan document will always govern the Plan. Also, if there is a conflict between any of the insurance contracts and either the Plan document or this Summary Plan Description, the insurance contracts will control the respective insurance policies. If you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan is subject to the Internal Revenue Code and other federal and state laws and regulations that may affect your rights under this plan. This SPD explains the current details of the Plan in order to comply with all applicable legal requirements. From time to time, the Plan may be revised due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. This Plan may be amended or terminated by the Company. If the Plan is ever amended or changed, the Company will notify you.

This SPD was designed to provide you with information regarding the Company Flexible Benefit Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other assigned person). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About our Plan."

I. ARTICLE - ELIGIBILITY

01. **How can I participate in the Plan?**

    Before you can become a Participant in the Plan, there are certain conditions that you must satisfy. First, you must be an active employee working 30 or more hours per week or 130 hours per month and meet the eligibility requirements.

    After that, you must enroll in the Plan on the "entry date" that has been established for all employees. The "entry date" is defined in Question 3 below. However, in certain limited situations, you may enroll in the Plan at other times as well. See the Article titled: "Contributions".

02. **What are the eligibility requirements for our Plan?**

    You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan and the other eligibility requirements established by your employer as defined in section 1.

03. **When can I enter the plan?**

    An Eligible Employee shall become a Participant effective as of the first day of the next month following your date of hire.

04. **How do I enroll in the Plan?**

    Before you can join the Plan, you must complete an enrollment form. The enrollment form will allow you to select which benefits you want to participate in under the Plan. This form will also authorize the Company to redirect some of your earnings in order to pay for the benefits you select.

    However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan. These benefits are listed in the Article titled: "Benefits".

II. ARTICLE - OPERATION

01. **How does this Plan operate?**

Before the start of each Plan Year, you will be able to elect to have some of your earnings contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your earnings that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses that you normally pay for with out-of-pocket, taxable dollars. However, if you receive a reimbursement for an expense under this Plan, you cannot claim a Federal income tax credit or deduction on your return. Participation in this plan is completely voluntary.

III. ARTICLE - CONTRIBUTIONS; ELECTIONS

01. **How much of my pay may the Employer redirect?**

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year on a per payroll basis.

02. **What happens to contributions made to the Plan?**

Prior to the Plan start date each year, you must decide on the amount of pre-tax dollars you want to contribute to the Plan. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, those dollars will be used to pay those expenses as they arise during the Plan Year. In addition, you should also note that any previous benefit payments made from any Account under the Plan that are unclaimed (e.g., uncashed benefit checks) at the end of the Plan Year following the period of coverage in which the qualifying expense was incurred will be forfeited to the Employer.

For information regarding the administration of contributions in specific accounts under this Plan, please refer to the Article titled: "Benefits".

03. **When must I decide which accounts I want to use?**

You are required by Federal regulations to decide during the enrollment or election period (defined below) prior to the Plan Year start. You must decide which accounts you want and how much you want to contribute to each account.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance, unless you elect during the election period (defined below) not to participate in the Plan.

04. **When is the election period for our Plan?**

You will make your initial election on or before your entry date. (Please review the Article titled: "Eligibility" to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Company and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Company will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

05. **May I change my elections during the Plan Year?**

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections.

You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you certain other rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the

law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if the Company adds a new coverage option or eliminates an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse, former spouse or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

In addition, there are laws that give you rights to change group health coverage for you, your spouse, and/or your dependents (i) if you go from working 30 or more hours a week to working less than 30 hours a week and you intend to enroll in certain other health plans, or (ii) if you are eligible to enroll in and intend to enroll in certain Marketplace Qualified Health Plans. If you change coverage due to rights under these laws, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the administrator.

06. **May I make new elections in future Plan Years?**

Yes. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, the Company will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

IV. ARTICLE - BENEFITS

01. **What benefits are offered under the Plan?**

You may choose to receive your entire compensation or use a portion to pay for benefits under this plan.

02. **Health Flexible Spending Account**

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code and that are not covered by our insured medical plan, and to save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for out-of-pocket medical, dental and/or vision expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account for the Plan Year is $3,300.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code. The minimum amount you contribute for the Plan Year is $100.00.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. The Company will also provide you with a debit card to use to pay for qualified Medical Expenses. The Administrator will provide you with further details about the debit card. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. As required by law, reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A “child” is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status for purposes of coverage changes.

03. **Dependent Care Flexible Spending Account**

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care costs with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

The most that you can contribute to your Dependent Care Flexible Spending Account for the Plan Year is $5,000.00. The minimum amount you can contribute to the Dependent Care Flexible Spending Account for the plan year is $100.00.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

a. A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;

b. An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and

c. An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) $5,000.00 (if you are married filing a joint return or you are head of a household) or $2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed annual earned income (a spouse who is a full time student or incapable of caring for himself/herself has a deemed monthly earned income of $250 for one dependent or $500 for two or more dependents).

Also, in order to be able to exclude from your income the reimbursements made to you from this account, you must provide on your tax form for the year the name, address, and in most cases, the taxpayer identification number of the service provider, as well as the amount of such expense. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Consult with your tax adviser for further information.

04. **Premium Expense Account**

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various group insurance programs the Company offers you. These premium expenses include:

- Health care premiums under our insured group medical plan
- Dental insurance premiums
- Vision insurance premiums
- Cancer insurance premiums
- Critical illness insurance premiums
- Hospital indemnity insurance premiums
- Accidental death and dismemberment insurance premiums
- Intensive Care Insurance

Under this Plan, the Company will allocate the pre-tax premium withholding to the accounts established under the Plan pursuant to the Participants' elections. Certain limits on the amount of coverage that can be paid through pre-tax premiums may apply.

The Company may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. The Company will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

V. ARTICLE - BENEFIT PAYMENTS

01. **When will I receive payments from my accounts?**

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will be reimbursed from the Health Flexible Spending Account or Dependent Care Flexible Spending Account up to your total annual election, even if you haven't yet contributed that full amount through payroll deductions. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your requests

02. **What happens if I don't spend all Plan contributions during the Plan Year?**

If you have unused contributions in your account at the end of the current Plan Year, those monies will be forfeited to the Employer. Obviously, qualifying expenses that you incur late in the Plan Year for which you seek reimbursement after the end of such Plan Year will be paid first before any amount is forfeited.

For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year.

For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year.

Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

03. **Family and Medical Leave Act (FMLA)**

If you take a leave under the Family and Medical Leave Act, you may continue, revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage for these benefits terminates, due to your revocation of the benefit to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect $1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference – for example, from $100 per month to $150 per month, etc. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect $1,200 for the year and are out on leave for 3 months, your amount will be reduced to $900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

04. **What happens if my employment terminates?**

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

a. You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.

b. You will still be able to request reimbursement for qualifying dependent care expenses up to 90 days after the date of termination from the balance remaining in your Dependent Care Account at the time of termination of employment. However, no further salary redirection contributions will be made on your behalf after termination.

c. For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection contributions will be contributed on your

behalf. However, you will be able to submit, within 90 days after the date of termination, claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

05. **Will my Social Security benefits be affected?**

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as the Company contributions to Social Security on your behalf.

VI. ARTICLE - HIGHLY COMPENSATED AND KEY EMPLOYEES

01. **Do limitations apply to highly compensated employees?**

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or are highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII. ARTICLE - PLAN ACCOUNTING

01. **Periodic Statements**

Periodically during the Plan Year, the Administrator will provide you with a statement of your account that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII. ARTICLE - GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

01. **General Plan Information**

Bertrand Community School FSA Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The company amends and restates this Plan as of September 01, 2025 with an original effective date of September 01, 1989.

Your Plan's records are maintained on a twelve-month period of time known as the Plan Year. The Plan Year begins on September 01 and ends on August 31.

02. **Employer Information**

Your Employer's name, address, and tax identification number are:

Bertrand Community School
Brenda High
503 School St
Bertrand, NE 68927
308-472-3427
brenda.high@bertrandvikings.org
FEIN: 47-6004725

03. **Plan Administrator Information**

The name and address of your Plan's Administrator are:

Bertrand Community School
503 School St
Bertrand, NE 68927
308-472-3427

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

04. **Agent for Service of Legal Process**

Should it ever be necessary, you or your personal representative may serve legal process on the agent for service of legal process for the Plan. The Plan's Agent of Service is:

KSB School Law
206 S 13th St, Suite 1100
Lincoln, NE 68508
402-804-8000

05. **Type of Administration**

The type of Administration is Employer Administration.

06. **Claims Submission**

Claims for expenses should be submitted to:

Union Bank and Trust Company
PO Box 82518
Lincoln, NE 68501
844-472-6567

IX. ARTICLE - CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") beyond the time when coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

01. **What is COBRA continuation coverage?**

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

02. **Who can become a Qualified Beneficiary?**

In general, a Qualified Beneficiary can be:

a. Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

b. Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

03. **What is a Qualifying Event?**

A Qualifying Event is any of the following if the Plan provides that the Plan participant will lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

a. The death of a covered Employee.

b. The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.

c. The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.

d. A covered Employee's enrollment in any part of the Medicare program.

e. A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993 ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

04. **What factors should be considered when determining to elect COBRA continuation coverage?**

You should take into account that a failure to continue your group health coverage will affect your rights under federal law. You should be aware that you have special enrollment rights under federal law (HIPAA). You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your Spouse's employer) within 30 days after Plan coverage ends due to a Qualifying Event listed above. You will also have the same special right at the end of COBRA continuation coverage if you get COBRA continuation coverage for the maximum time available to you.

05. **What is the procedure for obtaining COBRA continuation coverage?**

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

06. **What is the election period and how long must it last?**

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

07. **Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?**

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

a. the end of employment or reduction of hours of employment,

b. death of the employee,

c. commencement of a proceeding in bankruptcy with respect to the Employer, or

d. entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES: Any notice that you provide must be ***in writing***. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Union Bank and Trust Company

PO Box 82518
Lincoln, NE 68501
844-472-6567

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the **name of the plan or plans** under which you lost or are losing coverage,
- the **name and address of the employee** covered under the plan,
- the **name(s) and address(es) of the Qualified Beneficiary(ies)**, and
- the **Qualifying Event** and the **date** it happened.

If the Qualifying Event is a **divorce or legal separation**, your notice must include **a copy of the divorce decree or the legal separation agreement**.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives *timely notice* that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

08. **Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?**

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

09. **Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?**

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

10. **When may a Qualified Beneficiary's COBRA continuation coverage be terminated?**

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

a. The last day of the applicable maximum coverage period.

b. The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.

c. The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.

d. The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.

e. The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).

f. In the case of a Qualified Beneficiary entitled to a disability extension, the later of:

1. (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

2. the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. **What are the maximum coverage periods for COBRA continuation coverage?**

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

a. In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.

b. In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries other than the covered Employee ends on the later of:

1. 36 months after the date the covered Employee becomes enrolled in the Medicare program; or

2. 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.

c. In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.

d. In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. **Under what circumstances can the maximum coverage period be expanded?**

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of

the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. **How does a Qualified Beneficiary become entitled to a disability extension?**

    A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. **Does the Plan require payment for COBRA continuation coverage?**

    For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. **Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?**

    Yes. The Plan is also permitted to allow for payment at other intervals.

16. **What is Timely Payment for COBRA continuation coverage?**

    Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

    Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

    If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of $50 or 10% of the required amount.

17. **Are there other coverage options besides COBRA Continuation Coverage?**

    Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse’s plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

18. **Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?**

    If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

19. **How is my participation in the Health Flexible Spending Account affected?**

    You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money

than you have taken out in claims. For example, if you elected to contribute an annual amount of $750 and, at the time you terminate employment, you have contributed $400 but only claimed $200, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the $750. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your and your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

Attachment A

HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Purpose

This notice is intended to inform you of the privacy practices followed by your employer's Healthcare Flexible Spending Account Plan. It also explains the Federal privacy rights afforded to you and the members of your family as Plan Participants covered under a group health plan.

As a Plan sponsor your employer often needs access to health information in order to perform Plan Administrator functions. We want to assure the Plan Participants covered under our group health plan that we comply with Federal privacy laws and respect your right to privacy. We require all members of our workforce and third parties that are provided access to health information to comply with the privacy practices outlined below.

Uses and Disclosures of Health Information

Healthcare Operations. We use and disclose health information about you in order to perform Plan administration functions such as quality assurance activities, resolution of internal grievances, and evaluating plan performance. For example, we review claims experience in order to understand utilization and to make plan design changes that are intended to control health care costs.

Payment. We may also use or disclose identifiable health information about you without your written authorization in order to determine eligibility for benefits, seek reimbursement from a third party, or coordinate benefits with another health plan under which you are covered. For example, a healthcare provider that provided treatment to you will provide us with your health information. We use that information to determine whether those services are eligible for payment under our group health plan.

Treatment. Although the law allows use and disclosure of your health information for purposes of treatment, as a Plan sponsor we generally do not need to disclose your information for treatment purposes. Your physician or healthcare provider is required to provide you with an explanation of how they use and share your health information for purposes of treatment, payment, and healthcare operations.

As permitted or required by law. We may also use or disclose your health information without your written authorization for other reasons as permitted by law. We are permitted by law to share information, subject to certain requirements, in order to communicate information on health-related benefits or services that may be of interest to you, respond to a court order, or provide information to further public health activities (e.g., preventing the spread of disease) without your written authorization. We are also permitted to share health information during a corporate restructuring such as an merger, sale, or acquisition. We will also disclose health information about you when required by law, for example, in order to prevent serious harm to you or others.

Pursuant to your Authorization. When required by law, we will ask for your written authorization before using or disclosing your identifiable health information. If you choose to sign an authorization to disclose information, you can later revoke that authorization to cease any future uses or disclosures.

Right to Inspect and Copy. In most cases, you have a right to inspect and copy the health information we maintain about you. If you request copies, we will charge you $0.05 (5 cents) for each page. Your request to inspect or review your health information must be submitted in writing to the person listed below.

Right to an Accounting of Disclosures. You have a right to receive a list of instances where we have disclosed health information about you for reasons other than treatment, payment, healthcare operations, or pursuant to your written authorization.

Right to Amend. If you believe that information within our records is incorrect or missing, you have a right to request that we correct the incorrect or missing information.

Right to Request Restrictions. You may request in writing that we not use or disclose information for treatment, payment, or other administrative purposes except when specifically authorized by you, when required by law, or in emergency circumstances. We will consider your request, but are not legally obligated to agree to those restrictions.

Right to Request Confidential Communications. You have a right to receive confidential communications containing your health information. We are required to accommodate reasonable requests. For example, you may ask that we contact you at your place of employment or send communications regarding treatment to an alternate address.

Right to Receive a Paper Copy of this Notice. If you have agreed to accept this notice electronically, you also have a right to obtain a paper copy of this notice from us upon request. To obtain a paper copy of this notice, please contact the person listed below.

Legal Information

The Company is required by law to protect the privacy of your information, provide this notice about information practices, and follow the information practices that are described in this notice.

We may change our policies at any time. Before we make a significant change in our policies, we will provide you with a revised copy of this notice. You can also request a copy of our current notice at any time. For more information about our

privacy practices, contact the person listed below:

Bertrand Community School
Brenda High
503 School St
Bertrand, NE 68927
308-472-3427
brenda.high@bertrandvikings.org

If you have any questions or complaints, please contact the Plan Administrator listed under the Article titled: "General Information About Our Plan".

Filing a Complaint

If you are concerned that we have violated your privacy rights, or you disagree with a decision we made about access to your records, you may contact the person listed above. You also may send a written complaint to the U.S. Department of Health and Human Services; Office of Civil Rights. The person listed above can provide you with the appropriate address upon request or you may visit *www.hhs.gov/ocr* for further information.

AXXENT BUILDINGS

P.O. Box 24
608 Meridian – Sales Location
Cozad, NE 69130
308-784-2575 / Toll Free 866-700-2474
info@axxent.net

DATE: 6/17/2025

PROPOSAL SUBMITTED TO:	Bertrand School
MAILING ADDRESS:	503 School St
CITY, STATE, ZIP:	Bertrand NE 68927
PHONE:	308-472-3427
CELL:	
EMAIL:	
PROJECT NAME:	Bertrand Bus Barn Addition
PROJECT LOCATION:	Bertrand NE 68927

We hereby submit specifications and estimate for: **24' X 96' X 13/9' Wick Post Frame Building**

1. Site/Dirt work: Not Included
2. Building Permit: By Owner
3. Code: IBC 2018
4. Trusses: 20 - 4 - 5#
5. Roof Slope: 2:12 Double Slope with loading for snow drift
6. Bay Spacing: 8'O.C.
7. Treated Lumber: All soil contacted members (Columns and Splash Plank)
8. Girt Direction: By-Pass
9. Roof: 29 gauge – Standard Color
10. Walls: 29 gauge – Standard Color
11. Trim: 29 gauge – Standard Color
12. Wainscot: Included
13. Gutters: Included
14. Overhangs: Not Included
15. Ridge: Vented
16. Eave lights: Not Included
17. Overhead Doors: (2)12x8 Midland Ribbed panel non-insulated door with opener.

a. Must be wired by a Licensed Electrician

18. Walk Door: (2)3068 Steel, Insulated, Flush Door with lockset.
19. Windows: Not Included
20. Porch: Not Included
21. Concrete: 144lin' of 3'x8" trench footing with #4 bar and 8" cap, (10) 18"x3' piers for interior columns and (2)4'x12'x6" approaches
22. Insulation: Not Included
23. Electrical: Not Included
24. Sales Tax: Not Included

Exclusions Note:

All items not specifically listed above or noted elsewhere are excluded from this proposal. The investment proposal assumes there are no underground obstructions, it has easy and obtainable Tractor/Trailer access and has no other features that can inhibit efficient construction performance. Any delays or additional costs resulting from owner(s) or owner(s) agents' negligence to or failure to comply with any part of this proposal or have not completed site preparation prior to start of construction will be charged extra material and labor according to Change Order Procedures and Schedules. Winter-related soil and concrete charges are not included. The owner is to provide temporary adequate electricity and any permits.

We propose hereby to furnish all material and labor -complete in accordance with above specifications.

TOTAL BUILDING ESTIMATE: $**65,000.00**

PAYMENT TERMS: 35% down; 60% due upon material delivery, 5% upon completion

35% **$22,750.00**

60% **$39,000.00**

5% **$3,250.00**

All material is guaranteed to be as specified. All work to be completed in a skillful manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control.

Authorized By _____Randy Weatherly _____
NOTE: we may withdraw this proposal if not accepted within 10 Days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Spotanski Structures & Contracting

ESTIMATE

440 E Dodge st
Grand Island, NE
68801

Bill To

Bertrand Public Schools
503 School St, Bertrand, NE 68927

Estimate # 105
Estimate Date 06/20/2025

DESCRIPTION	AMOUNT
24'Wx96'Lx13'9"H 2/12 pitch Building Materials Garage doors	35,926.98
Framing Labor	13,478.00
Roof/ Side steel labor	11,329.90
2 Service doors 38"Wx82"H Frame/Install	710.00
2- 10'Hx8'W Overhead Door Framing/ Install NO OPENER	710.00
TOTAL	**$62,154.88**

Terms & Conditions

Estimate Valid 45 Days from Estimate Date

File: Bertrand Comm School_20250312_091418

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KAREN A. HAASE
STEVE WILLIAMS
BOBBY TRUHE
CODIE H. PRUETT

JORDAN JOHNSON
TYLER COVERDALE
SARA HENTO
SHARI RUSSELL, Paralegal

MEMORANDUM

To: KSB Policy Service Subscribers

From: KSB School Law

Date: May 28, 2025

Re: Annual Policy Updates

It's time for the 2025 KSB School Law policy updates. Below, we discuss the policy changes, the changes to our standard forms, and some issues raised by certain laws that do not necessarily require a policy change but present new obligations or things to keep in mind as you enter the 2025-26 school year. We have broken these down into 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

Please keep in mind that most approved bills go into effect three months after the legislature adjourns. This year the Unicameral is currently scheduled to adjourn sine die on June 9, so the effective date of most bills will be September 9, 2025. However, if a bill has a specific effective date or an emergency clause, it goes into effect on the stated date or when passed and approved according to law. That also means there could be some new bills approved after the release of these updates which will require us to supplement the updates. There are also a handful of bills that passed in previous sessions but go into effect for the upcoming 2025-26 school year.

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Monday,**

KSB SCHOOL LAW, PC, LLO
301 SOUTH 13TH STREET, SUITE 210
LINCOLN, NEBRASKA 68508
KSBSCHOOLLAW.COM
(402) 804-8000
ATTORNEYS LICENSED IN STATES INDICATED
300 NORTH DAKOTA AVENUE, SUITE 609
SIOUX FALLS, SOUTH DAKOTA 57104

June 2, 2025, at 9:00 a.m. Central Time. In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies and other considerations. We will also record the webinar and post it in the KSB School Law portal in the Policy Updates section. Please contact us if you have any additional questions about the policy updates or portal.

Policy Changes

REVISION OF POLICY 1002: CREATION, AMENDMENT AND DISTRIBUTION OF POLICIES

As the list of required policies, reviews, reapprovals, and hearings grows, we eliminated the list from this policy so it did not need to change so often. Instead, we will continue to update and provide subscribers with the Annual Notices, Hearings, Reviews, and Trainings document that is released with the policy updates each year. There is no requirement to list these obligations inside of a policy.

This change is required, unless you want to continue maintaining the list of requirements in this policy.

REVISION OF POLICY 2006: COMPLAINT PROCEDURE

We made just a couple of tweaks to this policy to remove references to the Biden Administration Title IX rules, which are no longer in effect.

This change is required.

REVISION OF POLICY 3003: BIDDING FOR CONSTRUCTION, REMODELING, REPAIR, or SITE IMPROVEMENT

School districts are generally prohibited from engaging "in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by" a licensed Nebraska architect or professional engineer. However, the law provides an exception to this requirement when the "contemplated expenditures for the complete project" are below a certain dollar amount. In July 2024, the Nebraska Board of Engineers and

Architects increased this exemption from $119,000 to $144,000. Our recommended changes to Policy 3003 reflect this higher dollar amount for the projects that are exempt from the mandate to engage a licensed Nebraska architect or professional engineer.

This change is required.

REVISION OF POLICY 3004.1: FISCAL MANAGEMENT FOR PURCHASING AND PROCUREMENT USING FEDERAL FUNDS

During our regular review of policies, we noticed a citation was partially removed from Section G Allowability of Costs. This citation has been corrected.

This change is required.

REVISION OF POLICY 3023: RECORD MANAGEMENT AND RETENTION

During some federal fund audits, the auditors recommended adding a provision to this policy to address the retention of federal award records. We have added such a provision to the policy.

This change is required.

REVISION OF POLICY 3026: HANDBOOKS

We have updated this policy to reflect how changes to the handbooks operate. We've included the one sentence that was in policy 5034, and 5034 has now been eliminated. We made a few other tweaks that hopefully will clarify the handbook updating process, especially as new legal interpretations and guidance seem to be coming out daily.

Administration is permitted to make changes without board approval unless it is required by law or conflicts with a policy. Administration is also permitted to make changes (whether or not requiring board approval) and provide notice to affected individuals by just sharing the amendment and not resharing the full handbook, unless required by law. For example, if you add a new student conduct rule to the handbooks and intend for that to be used for discipline, under the Student Discipline Act the "board" would have to

approve that rule, and both students and parents must be provided notice prior to it being implemented. However, you wouldn't have to reprint or reshare the entire handbook. You could just provide the amended section or provision.

This change is required.

REVISION OF POLICY 3036: PURCHASING (CREDIT) CARD PROGRAM

This policy change eliminates an inappropriate reference to a nonexistent reimbursement.

This change is required.

REVISION OF POLICY 3043: DESIGN-BUILD CONTRACTS

One of the legal requirements for school districts using the design-build project delivery system for school construction projects is for the school district to hire a performance-criteria developer (PCD), a licensed Nebraska architect or professional engineer. For projects with a cost of $896,000 or below, the timeframe and procedures for selecting and hiring the PCD can be shortened and simplified. The proposed revisions to this policy reflect that alternative. While updating this policy, we have also included changes in the organization of the policy and reformatting.

This change is required.

REVISION OF POLICY 3047: DATA BREACH RESPONSE

We have amended this policy in light of the PowerSchool data breach this past year. The amendment provides that the district's data directory will include a list of approved vendors and contractors to ensure that information exists in a consolidated format. Additionally, as part of the incident response plan, this policy change encourages contacting an insurance provider as part of a school district's response.

Note that the first section of this policy requires you (or your tech coordinator) to keep an updated list of computing devices, software, vendors with access to personally identifiable information and staff members'

usernames and passwords for any district software. The PowerSchool data breach is also a good reminder to be sure that this information is updated and that you know where to find it in the event of a breach.

This change is highly recommended.

REVISION OF POLICY 3057: TITLE IX

Death, taxes, and Title IX policy updates. These are the constants in life.

As many of you are aware, the Biden administration issued regulations in 2024 that necessitated updates to this policy. The updates also allowed for more streamlined investigations but expanded definitions of sex discrimination. However, a federal court vacated the 2024 updates in their entirety. The new White House has stated its belief that the regulations from 2020 are still in effect.

As a result of these changes, KSB is once again recommending a policy change.

Option 1 is a significantly pared-down version of the 2020 policy, which maintains the required substance in a simplified version. We have also improved this policy based on our five years of experience addressing Title IX complaints under the framework instituted by the previous Trump administration. We believe this policy would satisfy any requirements required by a Trump-led Office of Civil Rights.

Option 2 is a more aggressive option. This version is based on a close reading of the court decision that struck down the 2024 regulations, part of which rested on a rationale that vacating the 2024 rule would "'cause a return to the status quo' that existed for more than 50 years prior to its effective date." KSB believes the basis for this recent decision suggests that the 2020 regulations contain similar flaws. Thus, this policy focuses on the clear mandate laid out in federal statute and court decisions that require public school districts to respond to allegations of sexual harassment in their education programs and activities promptly and in a way that is not deliberately indifferent. This option is no less rigorous in requiring schools to be responsive, but it is less detailed and proscriptive in the granular procedures dictating *how* schools respond. This option allows for maximum flexibility in investigations, in exchange for undertaking some risk that the

procedures that the school district employees may not strictly comply with a hyper-technical reading of the 2020 regulations.

We will have additional Title IX guidance and forms available on the portal based on the option your board elects to assist your Title IX team comply with your board's choice.

One of these policies is required. Please note that your handbooks must include the version of this policy that your board selects (and our handbook redlines will have a prompt for adding the policy option your board chose as you update them).

REVISION OF POLICY 4051: STAFF AND DISTRICT SOCIAL MEDIA USE

The last time we reviewed this policy, X was called Twitter. In light of the changes in the social media landscape and recent court cases addressing official government accounts, it's time for some updates.

We have proposed a host of relatively small and simple tweaks, but they are important. For example, we have added more detail, differentiating between personal and school-owned accounts. We've clarified staff use of social media for instructional purposes. We address "tagging," where the school accounts are tagged or mentioned in outside posts to increase traffic to the post.

We have also updated the relevant rules for deleting comments, blocking posts and users, and banning outside users on school-owned accounts. It's important to note that this policy has always prohibited school-owned accounts from having comments "on" unless approved by the superintendent. When you enable comments, you take the bitter with the sweet. If you have not been following that part of the policy, now is a good time to review your practices and expectations for staff administering these accounts. If your practices differ from the policy, you should either change those or work with us to change the policy. There has been a lot of recent court action on the First Amendment rights of users interacting with individual school official accounts, like board members, and school-owned accounts operated by school employees.

These changes are required.

REVISION OF POLICY 4057: SUPERINTENDENT EVALUATION

We have amended this policy to eliminate the provision that required the superintendent evaluation to occur at a board meeting. You may still evaluate the superintendent at a board meeting if you wish, but now you may also conduct the evaluation with the board president and superintendent, with a committee of the board and superintendent, or any other way you deem appropriate.

Note that if your board decides to conduct the evaluation outside of a board meeting, you should review your superintendent contract, as well.

This change is highly recommended.

REVISION OF POLICY 4059: BEHAVIORAL AND MENTAL HEALTH TRAINING

We have revised this policy to remove the requirement that the training be at least one hour. Now, the length of the training is "a reasonable amount as determined by the school board." We have also added the statutory list of topics that may be covered in the training.

This change is required.

REVISION OF POLICY 5001: COMPULSORY ATTENDANCE AND EXCESSIVE ABSENTEEISM - TRADITIONAL APPROACH

This policy has been revised to provide clearer procedures for the Attendance Officer to follow in responding to excessive absenteeism. The policy previously referred to external procedures that were inconsistently developed and adopted.

This change is required.

REVISION OF POLICY 5015: PROTECTION OF PUPIL RIGHTS AND POLICY 5018: PARENT INVOLVEMENT IN EDUCATION PRACTICES

During the 2024 session, the Unicameral amended sections 79-530 through 79-533 through LB 71 to give parents, guardians, and educational decisionmakers greater access to information about and involvement in educational practices. Those changes are reflected in this policy. Additionally, the current Unicameral again amended section 79-532 through LB 428 to add various requirements related to surveys administered by the school. These changes include allowing parents to obtain copies of the surveys through various methods as well as the ability to exempt their children from participating in the surveys.

This policy must be adopted by July 1, 2025. The policy must be developed with parental input from parents, guardians, and educational decisionmakers. It must be the subject of a public hearing before the school board before adoption by the board. As previously required, the policy must be reviewed annually and either altered and adopted as altered or reaffirmed by the board following a public hearing. Any public hearing must include a reasonable opportunity for public comments.

The school district must make the policy accessible on the school district's website by August 1, 2025. The policy must be accessible by a "prominently displayed" link on the website. If the policy is altered, the new version of the policy shall be made accessible within a reasonable time thereafter.

Finally, the school district must continue to comply with the PPRA survey requirements. This means schools must comply with Policy 5015 (federal law requirements) and Policy 5018 (state law requirements) when administering surveys.

This change is required.

REVISION OF POLICY 5016: STUDENT RECORDS

The introductory paragraph of this policy clarifies that "student records" generally do not include transitory communications such as emails, text messages, handwritten notes between school and home, and similar items. These types of communications are not typically maintained by the district.

Following that introduction, the policy presents three different options for the board to consider regarding what types of records the district will officially "maintain." Recently, we have seen a noticeable increase in requests from parents asking for complete copies of their children's student records. At the same time, the rise in digital communication has complicated decisions about whether emails and text messages should be included in those records.

To address this, we have added a consistent reminder in each of the three options regarding what it means for the district to "maintain" a record. This serves as a clarification for both parents and school officials that, regardless of which option the board selects, the general rule excluding most emails and texts from the definition of "student records" still applies.

This change is highly recommended.

REVISION OF POLICY 5031: STUDENT APPEARANCE

Section 79-2,158 requires each school district to adopt a written dress code and grooming policy to be implemented at the start of the 2025-26 school year that is consistent with the model policy developed by the State Department of Education. We've revised our policy to be consistent with the Department's model policy (don't shoot the messengers), though hopefully a bit more concise.

This change is required.

ELIMINATION OF POLICY 5034: HANDBOOKS
NOW "INTENTIONALLY LEFT BLANK"

The policy has been combined into policy 3026 and is now eliminated.

This change is required.

REVIEW OF POLICY 6025: STUDENT CELL PHONE AND OTHER ELECTRONIC DEVICES

LB 140 requires schools to have policies prohibiting the use of cell phones and other electronic devices while at school or attending a "school instructional function." Of course, that term is not defined. We assume they are talking about field trips and other off-site curricular activities, not extracurricular activities.

However, the bill also allows boards and administrators to permit use of cell phones when "determined appropriate." So you "shall" have a ban but may deem any use appropriate. Consequently, we have not proposed any changes to policy 6025, because all of those options remain lawful.

As a result, we believe some schools will keep their current policy in place heading into 25-26. Here's the issue. LB 140 says, "The development of the policy shall include stakeholder participation to ensure that such policies are responsive to the unique needs and desires of students, parents, and educators in each community." It's unclear what that means if you already have a policy in place that was approved at a public meeting. The law does not require the formation of a committee or that you prospectively seek input now. It ties that input to the "development" of a policy, not any future amendment.

Here's our opinion on your options. If you solicited stakeholder feedback when developing your policy initially, or if staff, students, and parents provided input voluntarily at that time, we believe it would be lawful to simply move forward without seeking additional feedback or even reapproving the policy you have in place. For example, we know some schools conducted a stakeholder survey or invited stakeholders to board meetings if they had input when creating the policy. We believe that is sufficient to meet the requirements of LB 140.

If you did *not* receive stakeholder feedback initially, you have two choices. First, you could intentionally reach out for feedback in some way now, such as via survey, ad hoc working group, or to specific individuals whose input you think would be helpful. After obtaining that feedback, you could then reapprove the policy as it exists or with any amendments you see fit. We're happy to help with those. Second, you could take the slightly more aggressive approach that, because the policy was approved at a duly noticed

public board meeting with the policy on the agenda, stakeholders had an opportunity for feedback at that time. In our view, this is as much a political question as a legal one.

The bill also has 5 listed exceptions that schools must make to any restrictions on cell phone and device use. They are not required to be in the policy. Some of the exceptions we already include in our 4 policy options, such as use by a student when deemed necessary because of a disability accommodation, like a student with diabetes who uses a phone to monitor their levels.

One particular exception that could prove tricky permits students to use cell phones regardless of the strength of the school's ban in cases of "emergencies and perceived threats of danger." Of course, those terms are not defined, nor is it clear who decides what constitutes an emergency or threat. We have elected not to bring attention to this exception for fear that every student and parent will argue that the exception applies to them. You may see other policies throughout the state that list all of these exceptions, so we wanted to let you know it does exist and explain our rationale for not suggesting changes to our current policy options.

No changes required, but you must consider whether you met the requirement to obtain stakeholder input when your policy was developed.

REVISION OF POLICY 6031: EMERGENCY EXCLUSION

The policy had a discrepancy in the hearing request section. We aligned those timelines, which are already shortened to comply with the expedited hearing obligations under the emergency exclusion statute.

This change is required.

REVISION OF POLICY 6034: CONCUSSION AWARENESS

The policy requires updating to remove specific references to guidances and training that have since been updated. Review the approved trainings from DHHS and the NDE Brain Injury Support page for all updated materials.

This change is required.

2006
Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, 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 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. 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~~Under this policy, factual conclusions will be based on a preponderance of the evidence.

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, coordinator, superintendent, 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 be submitted to the 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 coordinator, the administrator or 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 respondent.

1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.

2) If the complainant refuses to discuss the matter with the respondent, the administrator or 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 involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.

4. If either the complainant or the respondent is not satisfied with the decision, he 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) The appeal must be in writing.

b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.

c) 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.

d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For 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 allegations against 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.

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

   d) This appeal must be in writing.

   e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated the decision to the complainant.

   f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint or 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.

   g) The board president will notify the complainant and any other person legally required to receive the decision in

writing of the decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.

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

6. Formal complaints about the superintendent shall be filed with the president of the board. 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.

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.

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 involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

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 (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent or board president 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: _____

3023
Record Management and Retention

The school district will comply with all federal record retention requirements, the Nebraska Records Management Act, and with Schedules 10 and 24 of the Nebraska Secretary of State's Records Management Division. These requirements apply to both physical and digital records. When permitted by Schedule 10 and Schedule 24 of the Nebraska Secretary of State's Office, records will be transferred to durable electronic media for long-term storage.

Special Rules Related to Electronic Forms of Communication. Electronically stored information such as e-mail, instant messaging, and other electronic communication are important to the district's overall operation. E-mail and other forms of electronic communication which is subject to retention under the Nebraska Records Management Act may be moved to a storage method other that their original format. Each individual who creates or receives electronic communications that belong to or pertains to the operation of the district is responsible for determining whether and in what format those records must be maintained. Duplicate records may be destroyed at any time prior to the approved retention period. Staff members who are uncertain about whether a record should be retained should consult with their supervising administrator.

Option 1 - use if the district uses subscription Google Apps but has not activated Vault: Due to the nature and volume of forms of electronic communication related to the operation of the district, transitory or multiple copies of electronic communication will be retained with metadata intact for 30 days. After this time, the electronically stored information with metadata intact shall be subject to overwriting or deletion from the district's electronic files and records, except as otherwise required by these polices or state and federal law.

Option 2 – use if the district has a Subscription to Google Apps with Vault activated: The district will archive all Google Apps data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator or other designated individual will be able to retrieve electronic communication and other electronically stored information which has been vaulted.

Option 3 – use if the district uses Office 365: Office 365 allows your system administrator to tailor complete data retention policies for data and communications inclusive of the Office 365 sphere. You will need to check with your system administrator to see how he or she has set the retention for

electronically stored information. If the system administrator has selected the minimum retention options, you can adopt Option 1 above and if the system administrator has selected complete retention, you can adopt the following: The district will archive all Office 365 data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator will be able to retrieve electronic communication which has been deleted.

Option 4 – use if the district does not use a hosted e-mail service: The district's data storage capacity is limited. Therefore, electronic communication will only be retained on District resources in its original form with its metadata intact for a period of 60 days from the date the electronic communication is created.

School-affiliated Social Media Posts. Communication on school-affiliated social media accounts are considered short-term communications pursuant to the Records Management Act. As such, they will be retained in their original form on the vendor's system and will not be deleted by the user for at least 6 months. Individuals who are uncertain as to whether a specific social media account is "school-affiliated" should refer to the Board's policy on Staff and District Social Media Use contained elsewhere in these policies.

Special Rules Related to Security Camera Footage. Video footage from security cameras is generally considered working papers under the Records Management Act, and will be overwritten consistent with the district's audio and video recording policy. Video footage which captures an event of educational or behavioral significance and contains personally-identifiable information will be maintained by the school district pursuant to its policy on student records.

Student Records. The retention of student records is also governed by the board's policy on student records.

Records Regarding Pending or Threatened Litigation. When litigation against the district or its employees is filed or threatened, the district will take all reasonable action to preserve all documents and records that pertain to the issue. When the district is made aware of pending or threatened litigation, a litigation hold directive will be issued by the superintendent or his/her designee. The directive will be given to all persons suspected of having records that may pertain to the potential issues in the litigation. The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

Federal Award Records. The district will retain federal award records as required by 2 C.F.R. § 200.334. This includes retaining all federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the district will retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records.

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

3026
Handbooks

The school district's handbooks for students and staff are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. The district's handbooks are an extension of these policies and have the force and effect of board policy when approved by the board of education. Although the board ~~board of education~~ may ~~take action to~~ approve the handbooks annually, the administration has the authority to change the contents of any handbook without board approval so long as the changes are consistent with board policy.

The administration may provide only the amendment to the individuals affected by the change without providing them with the full handbook unless required by law.

None of the district's handbooks creates a "contract" between the school district, staff members, parents or students.

If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

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

3036
Purchasing (Credit) Card Program

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

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

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

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

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

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

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

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

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

3047
Data Breach Response

I. Preparation

A data breach is an instance in which personal information as defined by state law or personally identifiable information as defined by federal law is released or accessed in an unauthorized manner. The district will implement and maintain reasonable security procedures and practices that are appropriate to the nature and sensitivity of the personal information handled by the district. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

A. Data Governance

The superintendent, or their designee, will create an annually updated data directory that will include:

1. Computing devices purchased by the district,

2. Software that is installed on district devices,

~~2.~~3. Approved vendors/contractors that have access to personal information or personally identifiable information,

~~3.~~4. Staff members with access to district devices,

~~4.~~5. Staff members with active usernames and passwords for any district software.

B. New Devices and Software

Any new software or device that is used in a district building for district purposes will be submitted to the superintendent or their designee for inclusion in the directory.

II. Incident Response Plan

A. Assessment and Investigation

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.

~~1.~~2. The District will contact its cyber or relevant data breach insurance provider ~~-~~in the event of a suspected breach.

~~2.~~3. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that personal information has been or will be used for an unauthorized purpose.

~~3.~~4. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

B. Notification of Effected Individuals

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.

2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

C. Notification of Law Enforcement and Outside Organizations

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.

2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.

3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

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

3057
Title IX Policy

As required by Title IX of the Education Amendments of 1972, it is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report must be made by any means to the district's Title IX Coordinator whose contact information can be found on the district's website and in the district's student and staff handbooks. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

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

4051
Staff and District Social Media Use

Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses social media accounts to provide information to district stakeholders. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with the district. Staff should also refer to the district's policy on Staff Computer and Internet Usage.

I. Personal Versus School-Affiliated Social Media Use

A. Personal Social Media Use

1. The school district will not require staff members or applicants for employment to provide the district with their username and password to personal social media accounts.

2. The district will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.

3. Staff members whose personal social media use interferes with the orderly operation of the school or who use social media in ways that are not protected by the First Amendment may be subject to discipline by the district.

4. Staff members who wish to begin using or to continue using the school district name, programs, mascot, image or likeness as part of any social media profile must notify their supervising administrator of the use, and must secure the administrator's permission to do so.

B. School-Affiliated Social Media Use

1. Any social media account which purports to be "the official" account of the school district (e.g., "Bulldog Wrestling"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district's business purpose. Staff members may not use "official" accounts for personal use.

2. Staff ~~may be~~are required to provide their supervising administrator with the username and password to school-affiliated social media accounts.

3. Staff may be required to interact with specified individuals on school-affiliated social media accounts.

4. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections. They are also not allowed to make any press releases or other official communications on behalf of the district without prior administrative approval. In other words, staff do not speak "for the district" directly or indirectly unless specifically authorized and directed to do so.

II. Staff Expectations in Use of Social Media – Applicable to Both Personal and School-Affiliated Use

A. General Use and Conditions

Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board's policy on professional boundaries between staff and students at all times and in both physical and digital environments.

Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.

Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member's supervising administrator.

B. Acceptable Use

~~1. Staff may use social media for instructional purposes.~~

~~2.~~1. Staff may use social media for school-related communication with fellow educators, ~~students,~~ parents, and patrons. Student communication must be consistent with the district's professional boundaries policies and expectations.

~~3.~~2. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter. This includes spotting AI-generated content, fakes, spoofs, and discerning the quality and reliability of content.

C. Unacceptable Use

1. Staff shall ~~not~~ never access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.

2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.

3. Staff shall not access social media networking sites such as Facebook, ~~Twitter~~X, ~~and~~ Instagram, Snapchat, and TikTok on school-owned devices or during school time unless ~~such access is for an educational activity which has been preapproved by the staff member's immediate supervisor~~permitted by district policy or preapproved by the staff member's

immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

III. School-Affiliated Digital Content

A. General Use and Conditions for School-Affiliated Accounts

Staff must obtain the permission of their supervising administration prior to creating, publishing, or using any school-affiliated web pages, blogs, microblogs, social media pages or handles, or any other digital content which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any content which identifies the school district by name in the account name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated accounts and must only publish content appropriate for the school setting. Staff may not provide the username and password to school-affiliated accounts to any unauthorized individual, including students and volunteers.

B. Moderation of Third Party Content

The purpose of school-related social media accounts is to disseminate information. No school-related or school-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the superintendent. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages or tags or links to official school accounts on another account may be removed when the content meets any of the following conditions:

1. Is obscene, lewd, lascivious, true threat, or appeals to prurient interests;

2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;

3. Contains fighting words or content that is threatening, harassing, or discriminatory ~~words or phrases~~;

~~3.~~4. Advocates, promotes, or encourages the use of drugs, alcohol, or other prohibited substances;

~~4.~~5. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or

~~5.~~6. Contains any other threat to the safety of students and staff.

The district may restrict access to its official accounts for violations of these rules, such as deleting comments or prohibiting comments. Accounts that are not official school accounts are those owned and operated by board members and employees for their personal use, even if they discuss school matters.

Every official school account administrator must keep a copy of any removed content or banned/blocked individual account and must provide a copy to the superintendent along with written notification for the reason the post has been removed. All questions about the appropriateness of removal must be directed to the superintendent.

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

5001
Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

Attendance Officer

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

Excused Absences

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

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

2. Severe weather

3. Medical appointments for the student

4. Death or serious illness of the student's family member

Commented [1]: This sample list is very liberal in what the school considers "excused." Schools that adopt this sample list will have very few students who accrue many "unexcused" absences. Boards may eliminate any of these categories of excused absence except for illness documented by a physician, suspension/expulsion and severe weather. Boards may also add additional requirements before an absence will be excused (e.g. require funeral card to verify family funeral, etc.)

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

Excessive Absenteeism

When a student receives 10 absences or the hourly equivalent in any semester, the Attendance Officer will follow the district's policy to address barriers to the student's attendance.

When a student is absent more than 19 days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may file a report with the county attorney of the county in which the student resides.

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

Commented [2]: The board may select any number of unexcused absences to trigger the notification and meeting requirements.

~~When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may file a report with the appropriate county attorney~~.

Making Up Absences (Optional – Remove or revise based on your District's practices.)

When a student receives [X] unexcused absences or the hourly equivalent in any semester, the student shall be required to make up those absences through attendance in [insert program]. Absences shall be made up at a rate of [insert rate.]

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

5015
Protection of Pupil Rights

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

1. Surveys

a. Surveys Created by a Third Party

i. This section applies to every survey:

(1) that is created by a person or entity other than a district staff member or student;

(2) regardless of whether the student answering the questions can be identified; and

(3) regardless of the subject matter of the questions

ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.

b. Surveys Requesting Particular Sensitive Information

i. Sensitive information shall include:

(1) Political affiliations or beliefs of the student or the student's parent(s);

(2) Mental or psychological problems of the student or the student's family;

(3) Sexual behavior or attitudes;

(4) Illegal, anti-social, self-incriminating, or demeaning behavior;

(5) Critical appraisals of other individuals with whom respondents have close family relationships;

(6) Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;

(7) Religious practices, affiliations, or beliefs of the student or student's parent(s); or

(8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.

ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.

iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the

written consent of a student's parent(s) before the student participates in the survey.

iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.

v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.

c. Survey Inspection Requests

i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.

ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.

iii. The principal shall respond to survey inspection requests without delay.

d. The district will also comply with any survey requirements found in the district's policy on Parent Involvement in Education Practices.

2. Invasive Physical Examinations

a. The term "invasive physical examination" means:

i. any medical examination that involves the exposure of private body parts; or

ii. any act during such examination that includes incision, insertion, or injection into the body; and

iii. does not include a hearing, vision, or scoliosis screening.

b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:

i. required as a condition of attendance;

ii. administered by the school and scheduled by the school in advance; and

iii. not necessary to protect the immediate health and safety of the student, or of other students.

c. This policy does not apply to any physical examination or screening that:

i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;

ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq*.)
iii. is otherwise authorized by Board policy.

3. Collection of Personal Information from Students for Marketing

a. The term "personal information" means individually identifiable information including:
   i. student's and parent(s)' first and last name;
   ii. home or other physical address;
   iii. telephone number; and/or
   iv. social security number.
b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
   i. post-secondary education recruitment;
   ii. military recruitment;
   iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
   iv. student recognition programs.

4. Inspection of Instructional Material

a. Definition
   i. The term "instructional materials" means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
   ii. The term does not include academic tests or academic assessments.
b. Parents may inspect, upon their request, any instructional material used as part of their child's education curriculum.
c. Curriculum inspection requests must be made to the building principal in writing.
d. Building principals shall respond to inspection requests within a reasonable amount of time.

5. Notification of Rights and Procedures

a. The superintendent shall notify parents of:
    i. this policy and its availability upon request from the office of the district;
    ii. how to opt their child out of participation in activities as provided for in this policy;
    iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
    iv. how to request access to any survey or other material described in this policy.
b. This notification shall be given to parents as least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

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

6025
Student Cell Phone and Other Electronic Devices

Students are prohibiterd from using cellular phones or other electronic devices while at school, excep as provided in this policy or as deemed appropriate by a studen't educational 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 permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, 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.

ADD

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.

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

ADD
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.

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.

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 a request for a hearing on the proposed extension of the exclusion within one school day of receiving the notice of the proposed extension.

Failure to Request a Hearing. If the parent(s) or guardian(s) do not request a hearing within ~~two~~ one school day~~s~~ 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.

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 ten school days after the initial date of exclusion; 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. 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: _____

6034
Concussion Awareness

The Nebraska Unicameral has found that concussions are one of the "most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed."

The School District will:

a. Require all coaches and trainers to complete a training course approved by the Chief Medical Officer ~~one of the following on-line courses~~ on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury.~~:~~

   - ~~HEADS UP to Youth Sports Coaches: Online Concussion TrainingHeads UP Concussions in Youth Sports~~
   - ~~Concussion in Sports (NFHS)—What You Need to Know~~
   - ~~Sports Safety International~~
   - ~~ConcussionWise~~
   - ~~ACTive™Athletic Concussion Training for Coaches; and~~

b. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
   1 The signs and symptoms of a concussion;
   2 The risks posed by sustaining a concussion; and
   3 The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

A student who participates on a school athletic team must be removed from a practice or game when he/she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. The student will not be permitted to participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

a. has been evaluated by a licensed health care professional;

b. has received written and signed clearance to resume participation in athletic activities from the licensed health care professional; and

c. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

a. the date and approximate time of the injury suffered by the student,

b. the signs and symptoms of a concussion or brain injury that were observed, and

c. any actions taken to treat the student.

The school district will not provide for the presence of a licensed health care professional at any practice or game.

School officials shall deem the signature of an individual who represents that he/she is a licensed health care professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed health care professional. The school will not take any additional or independent steps to verify the individual's qualifications.

Students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. The school's "return to learn protocol" shall ~~be the guidance~~follow the model provided by the Nebraska Department of Education. ~~entitled "Bridging the Gap from Concussion to the Classroom~~REAP~~," and accompanying materials and future supplements.~~ Nothing in this policy or the referenced protocol shall entitle a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act, although staff will refer students who have sustained a concussion for evaluation under Section 504 as appropriate.

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