

Board of Education Regular Meeting
Monday, August 14, 2017 7:00 PM
Music Room, Humboldt
810 Central Avenue
Humboldt, NE 68376-9706

1. **OPEN MEETING NOTICE - CALL MEETING TO ORDER- ROLL CALL - PLEDGE OF ALLEGIANCE***
2. **APPROVE THE AGENDA**
3. **WELCOME PATRONS AND GUESTS**
4. **PATRON COMMENT**
5. **CORRESPONDENCE**
6. **APPROVE CONSENT AGENDA**
 1. Regular Meeting Minutes
 2. Approve bills for payment
 3. Review Treasurer's report
7. **PRINCIPAL REPORTS**
 1. Principal Othmer
 2. Assistant Principal Lottman
8. **DISCUSSION ITEMS**
 1. Committee Meetings
 1. Table Rock Site update
 2. Building and Grounds
 3. Budget Update
9. **ACTION ITEMS**
 1. Approve board member's leave of absence
 2. Updated Policies
 3. Bus Barn
 4. Hire PK 3 Teacher
 5. Riser & Platform Proposal
 6. Approve Auditor for 2017through 2020
10. **SUPERINTENDENT EDMUNDSON REPORT**
11. **EXECUTIVE SESSION - Personnel**
12. **EXECUTIVE SESSION - Property**
13. **ADJOURN**

Board of Education Regular Meeting

July 10, 2017 7:00 PM

*Music Room, Humboldt

Attendance Taken at 7:00 PM:

Present Board Members: Mike Bredemeier, Rock Herr, Neal Kanel, Sandy Stalder, Steve Schaaradt, Scott Ogle

1. OPEN MEETING NOTICE - CALL MEETING TO ORDER- ROLL CALL -PLEDGE OF ALLEGIANCE

2. APPROVE THE AGENDA

Motion Passed: Motion to approve agenda passed with a motion by Mike Bredemeier and a second by Scott Ogle. **6 Yeas - 0 Nays.**

3. WELCOME PATRONS AND GUESTS

4. PATRON COMMENT - Rick & Bobbi Kunze asked questions about the Table Rock football field.

5. CORRESPONDENCE - none.

6. APPROVE CONSENT AGENDA

Motion Passed: passed with a motion by Scott Ogle and a second by Sandy Stalder. **6 Yeas - 0 Nays.**

6.A. Regular Meeting Minutes

6.B. Approve bills for payment

6.C. Review Treasurer's report

7. PRESENTATION

7.A. Update on the sign at football field installed by Alex Flynn for Eagle Scout project.

8. PRINCIPAL REPORTS

8.A. Principal Othmer

She reported on the teacher evaluation tool, it was verbally approved by the Board to send to NDE.

9. DISCUSSION ITEMS

9.A. Committee Meetings

9.A.I. Building and Grounds

Discussion: HTRS Board is ready to give the Table Rock football field site to the Table Rock village.

Bids for the bus barn will be reviewed by the committee and a recommendation will be made at a later date.

Bids for sidewalk/parking were reviewed and Mrs. Edmundson mentioned that Mezger Construction could have work completed before school starts.

10.B. New Recommended Policies

First reading of new and revised policies.

10. ACTION ITEMS

10.A. Approve board member's leave of absence

Motion Passed: none.

10.B. Bus Barn Bids

Motion Passed: to table 3 bids and have the committee meet with each contractor individually for clarification of bids passed with a motion by Sandy Stalder and a second by Neal Kanel. **6 Yeas - 0 Nays.**

10.C. Parking Lot/Stall Bids

Motion Passed: to accept the bid from Mezger Construction in the amount of \$33,453 passed with a motion by Neal Kanel and a second by Sandy Stalder. **6 Yeas - 0 Nays.**

10.E. Insurance Quotes

Motion Passed: to go with ALICAP for Worker's Compensation and property insurance for 2017-18 in the amount of \$100,495 passed with a motion by Scott Ogle and a second by Mike Bredemeier. **6 Yeas - 0 Nays.**

11. SUPERINTENDENT EDMUNDSON REPORT

She mentioned the Area Membership meetings are coming up this fall and updated the board on her leave.

12. EXECUTIVE SESSION: none.

13. ADJOURN

Motion Passed: Motion to adjourn at 7:31 pm passed with a motion by Neal Kanel and a second by Sandy Stalder. **6 Yeas - 0 Nays.**

Respectfully submitted,

Kellie Workman

Account Number	Detail Description	Amount
01 2610 480 0	chemicals	507.16
Total AG PARTNERS COOPERATIVE, INC		507.16
01 2610 410 0	custodial supplies 6336	117.36
01 2610 410 0	custodial supplies 6336	57.56
01 2610 410 0	custodial supplies 6336	212.58
Total ARDEN NITZ		387.50
01 2615 318 0	repair	138.18
01 2615 318 0	repair	82.00
01 2615 318 0	repair	646.50
Total BEATRICE MECHANICAL SERVICE		866.68
01 2310 350 0	newsletter	1,282.16
Total BEST PRINTING		1,282.16
01 2610 410 0	custodial	190.72
Total BINDER BROTHERS		190.72
01 1100 410 2	6305 williams	395.84
Total BMI EDUCATIONAL SERVICES, INC		395.84
01 2212 465 0	6330 tech	1,481.25
Total BRAINPOP		1,481.25
01 1100 410 2	weights/conditioning 6253 coatney	741.88
Total BSN Sports,LLC		741.88
01 2212 460 0	25 new laptops -REAP/laptop fees	12,475.00
01 2212 410 0	6334 tech	493.00
Total BYTESPEED, LLC		12,968.00
01 2610 410 0	custodial	439.43
01 1100 410 1	library	21.42
01 1100 410 2	lego	160.50
01 1100 670 3	breakouts	250.00
01 3185 410 1	prek assessm	874.15
01 2222 410 0	tech	59.97
01 3540 410 1	sixpence-socialization	75.89
Total CARDMEMBER SERVICE		1,881.36
01 4201 410 1	Title subscription PO 6230	249.00
Total CCH INCORPORATED		249.00
01 2212 410 0	tech	234.93
01 2212 410 0	tech	238.96
Total DAS STATE ACCOUNTING - CENTRAL FINANACE		473.89
01 2615 318 0	electrical	1,579.48
Total Don Plager		1,579.48
01 2610 410 0	Removal of SATELLITE DISH	175.00
01 2610 410 0	water heater repair	1,395.00
01 2610 410 0	Replace RTU3 on '99 addition, 3rd floor	10,299.99
01 2610 410 0	parts	122.35
01 2610 410 0	filters	737.04
01 2615 318 0	service call	70.83
01 2615 318 0	service call	212.59
01 2615 318 0	service call	61.25
Total DSTK PHILLIPS, INC		13,074.05
01 2610 530 0	new tarps	3,475.20
Total DUNLAP NATIONWIDE DISTRIBUTING		3,475.20
01 2510 530 0	pedestals	50.00
01 2750 336 0	fuel	28.88
Total Edmundson, Sherri		78.88
01 1100 670 3	elem wksp	219.00
Total EDUCATIONAL SERVICE UNIT 9		219.00

Account Number	Detail Description	Amount
01 2320 460 0	contract	372.00
Total ENTERPRISE FINANCIAL		372.00
01 2212 465 0	tech	34.71
Total ESU #6		34.71
01 2212 465 0	movie lic.	312.00
Total ESU COORDINATING COUNCIL		312.00
01 2750 690 0	bus dr physical	185.00
Total FALLS CITY FAMILY PRACTICE		185.00
01 2310 350 0	advertising	46.00
Total FALLS CITY JOURNAL		46.00
01 2610 324 0	trash	426.70
Total FALLS CITY SANITATION		426.70
01 2330 317 0	legal services	800.00
Total FANKHAUSER, NELSEN, WERTS & ZISKEY, PC		800.00
01 2610 410 0	custodial	747.04
Total FARM & CITY SUPPLY		747.04
01 1100 410 2	6318 weldon	3,829.37
Total FLINN SCIENTIFIC INC		3,829.37
01 2610 410 0	contract	421.78
Total FREMONT INDUSTRIES, INC.		421.78
01 2212 465 0	absence/sub mgmt	1,777.50
Total FRONTLINE TECHNOLOGIES		1,777.50
01 2620 690 0	3276	100.00
01 2510 381 0	postage-student packets	501.48
01 2510 381 0	newsletter	176.45
01 1100 670 2	3281	105.40
01 2320 670 0	3282	197.95
Total GENERAL OFFICE CHECKING ACCT.		1,081.28
01 1100 420 1	6284 engles	197.50
01 1100 420 1	6301 wittrock	205.44
Total HOUGHTON MIFFLIN CO		402.94
01 102	payroll-Aug	319,060.58
01 102	12 mo unused leave	5,519.42
Total HTRS PAYROLL ACCT		324,580.00
01 2750 337 0	oil	5.75
01 2750 337 0	parts	124.53
Total HUMBOLDT IMPLEMENT CO.		130.28
01 2310 350 0	advertising	80.92
01 2310 350 0	advertising	118.59
01 2310 350 0	bus ad-back to school	582.75
Total HUMBOLDT STANDARD		782.26
01 1100 673 2	music subscription	109.75
Total IN TUNE PARTNERS		109.75
01 1100 673 2	6333 svolker	198.99
Total J W PEPPER & SON INC		198.99
01 1210 319 1	OT	1,563.66
Total JOY WILCOCK		1,563.66
01 1100 327 1	copier leases	2,790.63
01 1100 327 1	copier leases	2,753.71
Total KONICA MINOLTA BUSINESS SOLUTIONS*		5,544.34
01 2330 317 0	legal services	63.00
Total KSB School Law		63.00
01 2610 410 0	custodial	21.21

Account Number	Detail Description	Amount
Total LEWIS IMPLEMENT COMPANY		21.21
01 2610 410 0	paint/custodial	341.51
Total MARVIN BLECHA		341.51
01 4404 319 1	0-3	189.00
01 1210 319 1	SA	595.55
01 4404 319 1	3-5	63.00
Total MARY MALCOLM		847.55
01 2615 318 0	labor on gym floors	600.00
Total MICEK, KARL		600.00
01 2610 410 0	gym finish materials	2,252.85
Total MID-AMERICAN RESEARCH		2,252.85
01 2620 328 0	property/liability	40,176.00
01 2310 341 0	work comp	57,249.00
Total NASB ALICAP		97,425.00
01 2320 630 0	dues/wksp	100.00
Total NASB NEBRASKA ASSN OF SCHOOL BOARDS		100.00
01 1100 410 2	6283B Bowen	375.00
01 1100 420 2	6266 science curriculum	2,800.00
Total NCS PEARSON, INC		3,175.00
01 2400 630 2	K Lottman dues	335.00
Total NCSA - NEBRASKA COUNCIL OF SCHOOL ADMIN		335.00
01 1100 240 0	unemployment-LL	478.07
Total NEBRASKA U.C. FUND		478.07
01 2610 322 0	elec	28.16
01 2610 322 0	elec	39.24
01 2610 322 0	elec	7,942.18
01 2610 322 0	elec.	28.16
Total NPPD		8,037.74
01 2615 318 0	elev maint.	431.00
Total OKEEFE ELEVATOR CO., INC.		431.00
01 2750 338 0	bus repair	9,343.98
01 2750 337 0	parts	109.52
Total OMAHA TRUCK CENTER		9,453.50
01 2610 410 0	custodial	25.99
Total PAWNEE TRUE VALUE		25.99
01 1100 420 1	6266 science curriculum	24,240.58
01 1100 420 1	6266 science curriculum	2,280.64
01 1100 420 1	6266 elem science curr.	1,671.24
01 1100 420 1	6266 elem science curr.	2,033.50
01 1100 420 1	6266 elem science curr.	9,886.57
01 1100 410 2	6265 science curr.	2,110.09
Total PEARSON EDUCATION		42,222.62
01 4404 110 1	0-2	47.25
01 1210 319 1	SA	1,327.80
Total PHYSICAL & RESPIRATORY THERAPY SERVICES, LLC		1,375.05
01 1100 673 2	6338 pohlmann	132.45
Total PLANK ROAD PUBLISHING		132.45
01 1100 420 2	6309 a hunzeker	631.92
Total PRESTWICK HOUSE		631.92
01 1210 420 1	6332 sped	233.20
Total PRO-ED		233.20
01 2610 322 0	custodial	5.11

Account Number	Detail Description	Amount
Total R & D GROCERY		5.11
01 2750 337 0	custodial	15.24
01 2750 337 0	custodial	19.23
Total RENEE BOOMGAARN		34.47
01 2615 318 0	spraying	64.00
01 2615 318 0	spraying	64.00
Total SCHENDEL PEST CONTROL		128.00
01 1100 410 1	bowen 6310	313.17
Total SCHOLASTIC INC		313.17
01 2610 410 0	new signage 6337	1,029.83
Total SCHOOL FIX		1,029.83
01 1100 410 2	hs planners	854.36
01 1100 410 2	ms planners	438.00
Total SCHOOL MATE		1,292.36
01 2610 410 0	paper products 6248	2,461.22
01 2610 410 0	6335 custodial	236.20
01 2610 410 0	custodial	1,467.76
Total SCHWARZ PAPER COMPANY		4,165.18
01 2610 410 0	valve	59.51
Total SCOTT-HOURIGAN CO		59.51
01 2750 338 0	repair	86.17
Total SITZMAN REPAIR		86.17
01 2320 460 0	software fees annual	5,500.00
Total Software Unlimited, Inc.		5,500.00
01 3185 410 1	prek annual fee	60.00
Total STATE FIRE MARSHAL OFFICE		60.00
01 2610 410 0	grass seed	232.00
Total STATELINE AG SERVICE, INC		232.00
01 2750 336 0	fuel	1,022.73
01 6000 336 2	dr ed	51.00
01 2750 337 0	tire repair	15.00
Total STATION SERVICE CENTER INC., THE		1,088.73
01 2310 350 0	advertising	130.22
01 2310 350 0	advertising	166.41
Total SUNRISE PUBLICATIONS		296.63
01 2610 410 0	custodial	87.70
Total SUPPLYWORKS		87.70
01 2320 460 0	annual contract	1,389.00
Total TIME MANAGEMENT SYSTEMS		1,389.00
01 1100 364 2	tech	727.26
Total UNITE PRIVATE NETWORKS, LLC		727.26
01 2510 382 0	phone	760.99
01 2510 382 0	phone	107.34
Total WINDSTREAMNEBRASKA		868.33
Checking Account ID 1		568,743.76

**HTRS Checks for Payment
Other Funds**

6/12/2017

Building Fund

Bond Fund

First National Bank	
Interest	\$522.50

Depreciation Fund

Stripes & Signs	\$660.00
Metal signs by scoreboards for donations	

QCPUF

First National Bank	
Interest	\$8,978.75

Employee Benefit Fund

Total of all funds	<u><u>\$10,161.25</u></u>
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~~ TRANSFERS ~~

From:

To:

**Expenditure Report by Function/Object -
Detail_KW**

08/11/2017 11:33 AM

Regular; Processing Month 08/2017; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01	GENERAL FUND				
1100	REGULAR INSTRUCTIONAL PROGRAMS				
01 1100 110 1	Teacher Salaries	736,100.00	55,906.17	91.99	58,994.50
01 1100 110 2	Teacher Salaries	1,090,000.00	70,828.82	77.63	243,808.51
01 1100 110 3	Teacher Salaries-AEC	55,000.00	4,007.50	87.44	6,910.00
01 1100 110 4	Extra Duty Salary	100,000.00	9,977.01	103.31	(3,310.22)
01 1100 120 1	Substitute Salaries	53,000.00	0.00	47.86	27,635.62
01 1100 120 2	Substitute Salaries	0.00	0.00	0.00	(31,242.20)
01 1100 120 3	Substitute Salaries -AEC	0.00	0.00	0.00	0.00
01 1100 130 4	Stipends	0.00	0.00	0.00	(4,810.00)
01 1100 140 1	Aides	21,000.00	18.36	312.98	(44,726.72)
01 1100 140 3	Aides-AEC	0.00	0.00	0.00	0.00
01 1100 141 1	Dyslexia Para	7,000.00	0.00	258.08	(11,065.56)
01 1100 210 1	Social Security	60,000.00	4,120.27	95.95	2,432.99
01 1100 210 2	Social Security	78,000.00	5,271.09	85.39	11,396.41
01 1100 210 3	Social Security -AEC	4,000.00	302.47	90.74	370.47
01 1100 210 4	Social Security	8,000.00	742.33	97.58	193.75
01 1100 220 1	Retirement	75,000.00	5,524.11	99.00	749.13
01 1100 220 2	Retirement	100,000.00	6,958.06	82.87	17,133.01
01 1100 220 3	Retirement-AEC	5,000.00	395.85	95.00	249.80
01 1100 220 4	Retirement	10,000.00	985.25	93.75	624.66
01 1100 230 1	Health Insurance	190,000.00	14,087.04	89.75	19,470.11
01 1100 230 2	Health Insurance	260,000.00	18,079.28	84.25	40,945.77
01 1100 230 3	Health Insurance-AEC	1,000.00	47.40	56.88	431.20
01 1100 230 4	Health Insurance	0.00	2,221.41	0.00	(21,822.33)
01 1100 240 0	Unemp/Work Comp Insurance	0.00	478.07	0.00	(478.07)
01 1100 283 0	Unemployment Payments	0.00	0.00	0.00	0.00
01 1100 290 1	Long Term Disability	500.00	3.58	96.62	16.89
01 1100 290 2	Long Term Disability	0.00	0.00	0.00	(233.83)
01 1100 290 3	Long Term Disability-AEC	0.00	0.00	0.00	0.00
01 1100 327 1	Leases	40,000.00	5,544.34	119.56	(7,824.17)
01 1100 327 2	Leases	20,000.00	0.00	0.00	20,000.00
01 1100 364 2	Tuition - Distance Learning	3,000.00	727.26	96.84	94.91
01 1100 410 1	Teaching Supplies	20,000.00	334.59	82.49	3,502.65
01 1100 410 2	Teaching Supplies	30,000.00	8,905.04	93.51	1,948.19
01 1100 420 1	Textbooks	150,000.00	40,515.47	40.86	88,703.75
01 1100 420 2	Textbooks	50,000.00	3,431.92	20.07	39,965.31
01 1100 467 1	Web/Cloud Based Software	20,000.00	0.00	107.80	(1,560.94)
01 1100 530 1	Furniture And Equipment	5,000.00	0.00	13.73	4,313.39
01 1100 530 2	Furniture And Equipment	10,000.00	0.00	23.51	7,649.22
01 1100 670 1	Inservice - Travel	2,000.00	0.00	2.83	1,943.46
01 1100 670 2	Inservice - Travel	8,000.00	105.40	7.47	7,402.71
01 1100 670 3	Staff Development	20,000.00	469.00	67.01	6,598.91
01 1100 671 2	Industrial Technology	13,000.00	0.00	20.47	10,338.94
01 1100 672 2	Activities / Athletics	0.00	0.00	0.00	0.00
01 1100 673 1	Music	2,000.00	0.00	86.56	268.82
01 1100 673 2	Music	6,000.00	441.19	53.86	2,768.67
01 1100 674 2	Family & Consumer Science	1,000.00	0.00	19.66	803.42
01 1100 675 2	Art	4,000.00	0.00	63.62	1,455.37
01 1100 676 2	Extra Duty-Coach/Sponsor	0.00	0.00	0.00	0.00
01 1100 690 1	Other Expense	5,000.00	0.00	148.76	(2,437.87)
01 1100 690 2	Other Expense	10,000.00	0.00	42.64	5,735.76
01 1100 692 2	Student Entry Fees	0.00	0.00	0.00	0.00
1100	REGULAR INSTRUCTIONAL PROGRAMS	3,272,600.00	260,428.28	84.56	505,344.39
1160	PROVERTY PROGRAMS				
01 1160 110 1	Teacher Salaries - Poverty	150,000.00	0.00	0.00	150,000.00
01 1160 120 1	Substitute Salaries - Poverty	0.00	0.00	0.00	0.00
01 1160 210 1	Social Security - Poverty	12,000.00	0.00	0.00	12,000.00
01 1160 220 1	Retirement - Poverty	15,000.00	0.00	0.00	15,000.00
01 1160 230 1	Health Insurance - Poverty	43,000.00	0.00	0.00	43,000.00
01 1160 290 1	Long Term Disability - Poverty	0.00	0.00	0.00	0.00
01 1160 410 1	Teaching Supplies - Poverty	0.00	0.00	0.00	0.00
01 1160 690 1	Other Expense - Poverty	0.00	0.00	0.00	0.00
1160	PROVERTY PROGRAMS	220,000.00	0.00	0.00	220,000.00
1210	1210				
01 1210 110 1	Teacher Salaries - Sp. Educ.	175,000.00	16,679.45	115.91	(27,848.82)
01 1210 110 2	Teacher Salaries - Sp. Educ.	150,000.00	8,332.17	67.64	48,543.78
01 1210 120 1	Substitute Salaries	10,000.00	0.00	75.73	2,426.64
01 1210 120 2	Substitute Salaries	1,000.00	0.00	0.00	1,000.00
01 1210 140 1	Teacher Aide	105,000.00	449.61	87.10	13,544.50
01 1210 140 2	Teacher Aide	30,000.00	0.00	0.00	30,000.00
01 1210 210 1	Social Security	21,000.00	1,262.32	105.94	(1,247.31)

**Expenditure Report by Function/Object -
Detail_KW**

08/11/2017 11:33 AM

Regular; Processing Month 08/2017; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 1210 210 2	Social Security	15,000.00	622.38	50.54	7,418.87
01 1210 220 1	Retirement	26,000.00	1,668.27	110.13	(2,634.40)
01 1210 220 2	Retirement	20,000.00	799.30	49.62	10,075.65
01 1210 230 1	Health Insurance	40,000.00	4,050.26	122.80	(9,120.02)
01 1210 230 2	Health Insurance	35,000.00	2,112.57	72.43	9,649.16
01 1210 290 1	Long Term Disability	1,000.00	3.58	58.28	417.25
01 1210 290 2	Long Term Disability	500.00	0.00	0.00	500.00
01 1210 319 1	Other Profess. & Tech. Serv.	175,000.00	3,487.01	182.03	(143,552.54)
01 1210 319 2	Other Profess. & Tech. Serv.	110,000.00	0.00	147.57	(52,322.79)
01 1210 410 1	Supplies	50,000.00	0.00	11.11	44,445.33
01 1210 410 2	Supplies	20,000.00	0.00	9.99	18,002.79
01 1210 420 1	Textbooks	0.00	233.20	0.00	(233.20)
01 1210 420 2	Textbooks	0.00	0.00	0.00	0.00
01 1210 467 2	Web/Cloud Based Software	0.00	0.00	0.00	(750.00)
01 1210 530 1	Furniture And Equipment	1,500.00	0.00	11.26	1,331.08
01 1210 530 2	Furniture And Equipment	1,500.00	0.00	0.00	1,500.00
01 1210 670 1	Travel Or Mileage	0.00	0.00	0.00	(11.89)
01 1210 670 2	Travel Or Mileage	1,500.00	0.00	0.00	1,500.00
01 1210 670 3	Staff Development	3,000.00	0.00	36.20	1,914.02
1210 1210		992,000.00	39,700.12	104.58	(45,451.90)
2120	GUIDANCE SERVICES				
01 2120 110 1	Counselor's Salary	25,000.00	2,003.75	96.18	955.00
01 2120 110 2	Counselor's Salary	80,000.00	6,710.57	97.64	1,890.74
01 2120 210 1	Social Security	2,000.00	153.29	91.97	160.63
01 2120 210 2	Social Security	6,000.00	490.63	95.05	297.07
01 2120 220 1	Retirement	2,500.00	197.93	95.01	124.84
01 2120 220 2	Retirement	8,000.00	662.86	96.44	284.45
01 2120 230 1	Health Insurance	3,000.00	255.33	102.13	(63.96)
01 2120 230 2	Health Insurance	15,000.00	1,308.67	104.64	(695.77)
01 2120 290 1	Long Term Disability	0.00	0.00	0.00	0.00
01 2120 290 2	Long Term Disability	0.00	0.00	0.00	0.00
01 2120 410 1	Guidance Supplies	3,000.00	0.00	72.76	817.30
01 2120 410 2	Guidance Supplies	3,000.00	0.00	28.23	2,153.03
01 2120 670 1	Travel - Mileage	500.00	0.00	0.00	500.00
01 2120 670 2	Travel - Mileage	500.00	0.00	14.55	427.24
01 2120 670 3	Guidance Staff Development	0.00	0.00	0.00	(544.13)
01 2120 690 1	Other Expense	500.00	0.00	0.00	500.00
01 2120 690 2	Other Expense	0.00	0.00	0.00	0.00
2120	GUIDANCE SERVICES	149,000.00	11,783.03	95.43	6,806.44
2130	HEALTH SERVICES				
01 2130 110 0	Nurses Salary	27,000.00	46.07	95.74	1,149.33
01 2130 210 0	Social Security	2,000.00	4.63	99.43	11.38
01 2130 220 0	Retirement	2,500.00	4.55	102.14	(53.47)
01 2130 230 0	Health Insurance	0.00	0.00	0.00	0.00
01 2130 290 0	Long Term Disability	200.00	14.39	85.85	28.30
01 2130 313 0	Student Health Screenings	3,000.00	0.00	74.80	756.00
01 2130 410 0	Nurse Supplies	6,000.00	0.00	65.49	2,070.52
2130	HEALTH SERVICES	40,700.00	69.64	90.27	3,962.06
2212	INST STAFF TRNG AND CURR DEV				
01 2212 110 0	Technology Coordinator	70,000.00	5,189.67	89.65	7,244.40
01 2212 143 0	Technology Support Staff	70,000.00	4,979.16	56.47	30,468.21
01 2212 210 0	Technology Social Security	12,000.00	739.39	62.61	4,486.91
01 2212 220 0	Technology Retirement	13,000.00	896.12	75.16	3,228.61
01 2212 230 0	Technology Health Insurance	17,000.00	2,379.09	118.07	(3,071.16)
01 2212 290 0	Technology Long Term Disability	0.00	21.22	0.00	(156.76)
01 2212 410 0	Technology Supplies/Expenses	50,000.00	966.89	37.29	31,354.86
01 2212 460 0	Computer Hardware	35,000.00	12,475.00	69.91	10,532.02
01 2212 465 0	Technology Software	20,000.00	3,605.46	112.18	(2,436.39)
01 2212 560 0	Technology Capital Outlay	0.00	0.00	0.00	0.00
01 2212 670 0	Technology Travel	2,000.00	0.00	252.43	(3,048.64)
2212	INST STAFF TRNG AND CURR DEV	289,000.00	31,252.00	72.80	78,602.06
2213	SCHOOL IMPROVEMENT				
01 2213 110 0	School Impr - Salaries	1,000.00	0.00	0.00	1,000.00
01 2213 670 0	School Impr - Travel	0.00	0.00	0.00	0.00
2213	SCHOOL IMPROVEMENT	1,000.00	0.00	0.00	1,000.00
2222	SCHOOL LIBRARY SERVICES				
01 2222 110 0	Library/media Salaries	60,000.00	4,465.50	89.31	6,414.00
01 2222 120 0	Substitute Salaries	0.00	0.00	0.00	0.00
01 2222 140 0	Library Aide	15,000.00	0.00	0.00	15,000.00
01 2222 210 0	Social Security	3,500.00	314.93	107.98	(279.16)
01 2222 220 0	Retirement	4,500.00	441.09	117.62	(793.08)

**Expenditure Report by Function/Object -
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Regular; Processing Month 08/2017; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 2222 230 0	Health Insurance	9,000.00	1,386.92	184.92	(7,643.04)
01 2222 290 0	Long Term Disability	0.00	0.00	0.00	0.00
01 2222 410 0	Supplies	1,000.00	59.97	88.94	110.62
01 2222 430 0	Library Books & Subscriptions	4,000.00	0.00	173.40	(2,936.04)
01 2222 460 0	Computer Software	2,000.00	0.00	0.00	2,000.00
01 2222 530 0	Furniture And Equipment	0.00	0.00	0.00	0.00
01 2222 670 0	Travel - Mileage	0.00	0.00	0.00	0.00
01 2222 690 0	Other Expense	0.00	0.00	0.00	0.00
2222	SCHOOL LIBRARY SERVICES	99,000.00	6,668.41	88.01	11,873.30
2224	EDUCATIONAL TELEVISION SERVICES				
01 2224 630 0	Distant Learning / Internet	4,000.00	0.00	0.00	4,000.00
2224	EDUCATIONAL TELEVISION SERVICES	4,000.00	0.00	0.00	4,000.00
2310	BOARD OF EDUCATION				
01 2310 318 0	Contracted Services	1,000.00	0.00	100.00	0.00
01 2310 341 0	Liability Insurance-WorkComp	120,000.00	57,249.00	47.71	62,751.00
01 2310 350 0	Advertising/printing	30,000.00	2,407.05	97.54	739.21
01 2310 410 0	Supplies	0.00	0.00	0.00	0.00
01 2310 630 0	Dues And Fees	15,000.00	0.00	57.51	6,373.00
01 2310 670 0	Travel Expense & Mileage	0.00	0.00	0.00	0.00
01 2310 690 0	BOE Expense	500.00	0.00	573.33	(2,366.67)
2310	BOARD OF EDUCATION	166,500.00	59,656.05	59.46	67,496.54
2320	EXECUTIVE ADMINISTRATION				
01 2320 105 0	Administrator's Salary	115,000.00	10,000.00	100.00	0.00
01 2320 130 0	Cell Stipend	1,000.00	75.00	97.50	25.00
01 2320 140 0	Clerical Salaries	50,000.00	4,365.31	92.35	3,822.53
01 2320 210 0	Social Security	12,000.00	1,173.33	98.80	143.73
01 2320 220 0	Retirement	15,000.00	1,418.98	106.14	(920.79)
01 2320 230 0	Health Insurance	22,000.00	2,203.44	106.90	(1,517.87)
01 2320 290 0	Long Term Disability	500.00	16.78	19.97	400.14
01 2320 410 0	Supplies	2,500.00	0.00	272.77	(4,319.33)
01 2320 460 0	Computer Software	15,000.00	7,261.00	147.87	(7,180.25)
01 2320 530 0	Furniture And Equipment	0.00	0.00	0.00	(601.00)
01 2320 560 0	Computer Hardware	1,500.00	0.00	0.00	1,500.00
01 2320 630 0	Dues And Fees	1,500.00	100.00	86.99	195.21
01 2320 670 0	Travel - Mileage	5,000.00	197.95	33.25	3,337.53
01 2320 690 0	Other Expense	5,000.00	0.00	8.63	4,568.73
2320	EXECUTIVE ADMINISTRATION	246,000.00	26,811.79	100.22	(546.37)
2330	District Legal Services				
01 2330 317 0	Legal Services	5,000.00	863.00	99.45	27.40
2330	District Legal Services	5,000.00	863.00	99.45	27.40
2400	OFFICE OF PRINCIPAL				
01 2400 110 1	Head Principal Salary	77,000.00	6,808.33	100.75	(575.00)
01 2400 110 2	Asst Principal Salary	72,000.00	6,450.40	107.51	(5,404.75)
01 2400 140 1	Head Principal Clerical Salaries	65,000.00	5,837.31	106.06	(3,941.55)
01 2400 140 2	Asst Principal Clerical Salaries	30,000.00	2,476.07	113.75	(4,123.65)
01 2400 210 1	Head Social Security	11,000.00	953.50	99.16	92.60
01 2400 210 2	Asst Social Security	8,000.00	674.24	103.70	(295.72)
01 2400 220 1	Head Retirement	14,000.00	1,127.60	102.51	(351.09)
01 2400 220 2	Asst Retirement	10,000.00	881.74	110.17	(1,016.59)
01 2400 230 1	Head Health Insurance	20,000.00	2,444.03	137.60	(7,519.25)
01 2400 230 2	Asst Health Insurance	22,000.00	2,276.76	115.96	(3,512.01)
01 2400 290 1	Head Long Term Disability	500.00	26.61	63.02	184.88
01 2400 290 2	Asst Long Term Disability	500.00	14.50	34.31	328.44
01 2400 410 1	Head Supplies	5,000.00	0.00	47.42	2,629.18
01 2400 410 2	Asst Supplies	2,000.00	0.00	50.00	1,000.00
01 2400 630 1	Head Dues & Fees	2,000.00	0.00	45.48	1,090.42
01 2400 630 2	Asst Dues & Fees	1,000.00	335.00	33.50	665.00
01 2400 670 1	Head Meals & Mileage	500.00	0.00	189.64	(448.21)
01 2400 670 2	Asst Meals & Mileage	500.00	0.00	153.94	(269.72)
01 2400 690 1	Head Other Expenses	1,000.00	0.00	0.00	1,000.00
01 2400 690 2	Asst Other Expenses	1,000.00	0.00	177.75	(777.50)
2400	OFFICE OF PRINCIPAL	343,000.00	30,306.09	106.19	(21,244.52)
2510	GENERAL ADMIN-BUSINESS SERVICE				
01 2510 140 0	Concession Stand Salaries	7,000.00	0.00	53.47	3,256.94
01 2510 210 0	Social Security	500.00	0.00	57.44	212.81
01 2510 220 0	Retirement	500.00	0.00	73.95	130.27
01 2510 290 0	Long Term Disability	0.00	0.00	0.00	(15.39)
01 2510 315 0	Audit / Budget	8,000.00	0.00	62.82	2,974.76
01 2510 318 0	Contracted Business Services	5,000.00	0.00	61.18	1,940.77
01 2510 381 0	Postage	8,000.00	677.93	95.62	350.27
01 2510 382 0	Telephone	8,000.00	868.33	117.13	(1,370.68)

**Expenditure Report by Function/Object -
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Regular; Processing Month 08/2017; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 2510 530 0	Furniture And Equipment	2,000.00	50.00	2.50	1,950.00
01 2510 690 0	Other Expense	1,000.00	0.00	10.64	893.63
2510	GENERAL ADMIN-BUSINESS SERVICE	40,000.00	1,596.26	74.19	10,323.38
2520	VEHICLE ACQUISITION AND MAINTENANCE				
01 2520 550 0	Vehicle Aquisition (non pupil)	0.00	0.00	0.00	(3,000.00)
2520	VEHICLE ACQUISITION AND MAINTENANCE	0.00	0.00	0.00	(3,000.00)
2610	2610				
01 2610 140 0	Custodial Salaries	250,000.00	18,022.34	79.91	50,235.44
01 2610 210 0	Social Security	20,000.00	1,378.54	75.53	4,893.68
01 2610 220 0	Retirement	25,000.00	1,211.25	70.85	7,288.06
01 2610 230 0	Health Insurance	45,000.00	2,905.80	93.69	2,837.78
01 2610 290 0	Long Term Disability	1,500.00	64.30	52.40	714.02
01 2610 321 0	Fuel	25,000.00	0.00	81.92	4,519.77
01 2610 322 0	Electricity	50,000.00	8,042.85	137.80	(18,898.72)
01 2610 323 0	Water And Sewer	5,000.00	0.00	107.87	(393.74)
01 2610 324 0	Garbage	3,000.00	426.70	171.20	(2,135.93)
01 2610 410 0	Supplies	75,000.00	23,131.63	85.37	10,974.77
01 2610 480 0	Building Maint/Operations	7,000.00	507.16	183.59	(5,851.56)
01 2610 500 0	Bldg Impr/Rep Capital Outlay	0.00	0.00	0.00	0.00
01 2610 530 0	Furniture And Equipment	0.00	3,475.20	0.00	(5,535.39)
01 2610 670 0	Travel - Mileage	0.00	0.00	0.00	0.00
01 2610 690 0	Other Expense	0.00	0.00	0.00	0.00
2610	2610	506,500.00	59,165.77	90.40	48,648.18
2615	2615				
01 2615 318 0	Contracted Repair Services	40,000.00	3,949.83	71.65	11,338.76
2615	2615	40,000.00	3,949.83	71.65	11,338.76
2620	2620				
01 2620 328 0	Property Insurance	100,000.00	40,176.00	40.18	59,824.00
01 2620 530 0	Furniture And Equipment	0.00	0.00	0.00	0.00
01 2620 690 0	Other Expense-upkeep	0.00	100.00	0.00	(100.00)
2620	2620	100,000.00	40,276.00	40.28	59,724.00
2750	REGULAR PUPIL TRANSPORTATION				
01 2750 140 0	Bus Drivers Salaries	150,000.00	7,455.34	113.44	(20,156.45)
01 2750 210 0	Social Security	12,000.00	535.16	105.33	(640.16)
01 2750 220 0	Retirement	15,000.00	561.32	108.59	(1,288.06)
01 2750 230 0	Health Insurance	17,000.00	2,332.23	168.40	(11,628.46)
01 2750 240 0	Workmen's Compensation	0.00	0.00	0.00	0.00
01 2750 283 0	Unemployment Payments	0.00	0.00	0.00	0.00
01 2750 290 0	Long Term Disability	1,000.00	30.74	88.16	118.40
01 2750 336 0	Gas And Oil	50,000.00	1,051.61	87.05	6,475.19
01 2750 337 0	Tires And Parts	15,000.00	289.27	89.59	1,561.32
01 2750 338 0	Bus Repairs	50,000.00	9,430.15	72.77	13,613.98
01 2750 540 0	Bus Acquisition	50,000.00	0.00	0.00	50,000.00
01 2750 550 0	Vehicle Acquisition (pupil, not bus)	0.00	0.00	0.00	0.00
01 2750 670 0	Meals - Lodging	1,000.00	0.00	30.05	699.55
01 2750 690 0	Other Expense	1,000.00	185.00	202.03	(1,020.32)
2750	REGULAR PUPIL TRANSPORTATION	362,000.00	21,870.82	89.58	37,734.99
2760	SCHOOL AGE SPEC ED TRANSPORT				
01 2760 140 0	Sped Transportation Salaries	25,000.00	0.00	56.94	10,764.74
01 2760 210 0	Social Security	2,000.00	0.00	54.44	911.21
01 2760 220 0	Retirement	3,000.00	0.00	46.86	1,594.26
01 2760 230 0	Health Insurance	500.00	0.00	18.82	405.92
01 2760 290 0	Long Term Disability	0.00	0.00	0.00	(61.88)
01 2760 332 0	Mileage to Parents	0.00	0.00	0.00	(408.00)
01 2760 333 0	Sped Transportation	5,500.00	0.00	48.01	2,859.55
2760	SCHOOL AGE SPEC ED TRANSPORT	36,000.00	0.00	55.37	16,065.80
3135	3135				
01 3135 110 1	High Ability Learners	5,000.00	0.00	0.00	5,000.00
01 3135 210 1	Social Security	500.00	0.00	0.00	500.00
01 3135 220 1	Retirement	500.00	0.00	0.00	500.00
01 3135 230 1	Health Insurance	1,000.00	0.00	0.00	1,000.00
01 3135 240 1	Inservice - Travel	0.00	0.00	0.00	0.00
01 3135 290 1	Long Term Disability	0.00	0.00	0.00	0.00
01 3135 410 1	Supplies	0.00	0.00	0.00	0.00
01 3135 460 1	High Ability Software	0.00	0.00	0.00	0.00
01 3135 530 1	Furniture & Equipment	0.00	0.00	0.00	0.00
3135	3135	7,000.00	0.00	0.00	7,000.00
3185	3185				
01 3185 110 1	Early Childhood Salary	56,000.00	4,637.25	99.41	330.97
01 3185 120 1	EC Substitute Salaries	500.00	0.00	458.40	(1,791.99)

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Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
01 3185 140 1	EC Early Childhood Aide	21,000.00	0.00	106.60	(1,386.36)
01 3185 210 1	EC Social Security	6,000.00	354.75	102.53	(152.06)
01 3185 220 1	EC Retirement	7,500.00	458.06	102.36	(177.03)
01 3185 230 1	EC Health Insurance	12,000.00	959.54	96.98	362.07
01 3185 290 1	EC Long Term Disability	500.00	0.00	20.38	398.09
01 3185 410 1	EC Supplies	4,000.00	934.15	52.35	1,905.92
01 3185 530 1	EC Furniture & Equipment	250.00	0.00	0.00	250.00
01 3185 670 1	EC Travel - Mileage	250.00	0.00	138.52	(96.29)
3185 3185		108,000.00	7,343.75	100.33	(356.68)
3400	FOUNDATION GRANT				
01 3400 410 0	Foundation Grant Expenditures	1,500.00	0.00	232.52	(1,987.85)
3400	FOUNDATION GRANT	1,500.00	0.00	232.52	(1,987.85)
3511 3511					
01 3511 410 0	Grant Writer Supplies	0.00	0.00	0.00	0.00
01 3511 460 0	Grant Writer Software	0.00	0.00	0.00	0.00
01 3511 670 0	GW Inservice & Mileage	0.00	0.00	0.00	0.00
3511 3511		0.00	0.00	0.00	0.00
3516 3516					
01 3516 410 0	Character Ed Supplies	0.00	0.00	0.00	0.00
3516 3516		0.00	0.00	0.00	0.00
3540	STATE EARLY CHILDHOOD				
01 3540 110 1	Sixpence Salaries	59,100.00	5,222.60	108.46	(5,001.74)
01 3540 210 1	Social Security	3,700.00	390.76	129.62	(1,095.85)
01 3540 220 1	Retirement	3,700.00	515.88	171.13	(2,631.84)
01 3540 230 1	Health Insurance	0.00	565.37	0.00	(6,784.08)
01 3540 290 1	Long Term Disability	0.00	17.68	0.00	(210.80)
01 3540 319 1	Sixpence Expenses	0.00	0.00	0.00	(28.00)
01 3540 410 1	Supplies	2,500.00	75.89	266.50	(4,162.42)
01 3540 530 1	Furniture and Equipment	0.00	0.00	0.00	0.00
01 3540 670 1	Travel / Staff Development	6,000.00	0.00	31.59	4,104.73
3540	STATE EARLY CHILDHOOD	75,000.00	6,788.18	121.08	(15,810.00)
3570	Teacher Eval Grant				
01 3570 410 0	Teacher Eval Grant	0.00	0.00	0.00	(5,747.95)
3570	Teacher Eval Grant	0.00	0.00	0.00	(5,747.95)
4201 4201					
01 4201 110 1	Salaries - Ch. 1 (current Fy)	120,000.00	11,475.82	112.59	(15,111.93)
01 4201 120 1	Substitute Salaries	0.00	0.00	0.00	(1,045.00)
01 4201 140 1	Teacher Aide Salaries	0.00	0.00	0.00	0.00
01 4201 210 1	Social Security	9,000.00	843.99	110.96	(986.64)
01 4201 220 1	Retirement	12,000.00	1,133.56	110.89	(1,307.34)
01 4201 230 1	Health Insurance	32,000.00	3,303.29	123.88	(7,640.11)
01 4201 290 1	Long Term Disability	0.00	0.00	0.00	0.00
01 4201 410 1	Teaching Supplies	500.00	249.00	2,266.14	(10,830.69)
01 4201 460 1	Computer Software	1,500.00	0.00	240.86	(2,112.83)
01 4201 530 1	Furniture & Equipment	500.00	0.00	0.00	500.00
01 4201 560 1	Computer Hardware	0.00	0.00	0.00	0.00
01 4201 670 1	Inservice/travel/parent	1,000.00	0.00	25.00	750.00
01 4201 680 1	Title I - Staff Accountability	500.00	0.00	196.45	(482.23)
01 4201 690 1	Other Expenses	0.00	0.00	0.00	0.00
4201 4201		177,000.00	17,005.66	121.62	(38,266.77)
4402	IDEA PART B(611) BASE ALLOC TRANS				
01 4402 210 1	SPED BAF - Fica	0.00	0.00	0.00	0.00
01 4402 220 1	SPED BAF - Retire	0.00	0.00	0.00	0.00
01 4402 230 1	Sped BAF - BCBS	0.00	0.00	0.00	0.00
01 4402 290 1	SPED BAF - LTD	0.00	0.00	0.00	0.00
01 4402 319 1	Sped BAF	0.00	0.00	0.00	0.00
4402	IDEA PART B(611) BASE ALLOC TRANS	0.00	0.00	0.00	0.00
4404	IDEA PART B(611) BASE ALLOC BIRTH TO 4				
01 4404 110 1	IDEA Part B Base Salary (prek BAF)	20,000.00	47.25	0.55	19,889.75
01 4404 140 1	IDEA Part B Base Aide (prek BAF)	6,000.00	0.00	0.00	6,000.00
01 4404 210 1	IDEA Part B Base Soc.Sec. (prek BA	2,000.00	0.00	0.00	2,000.00
01 4404 220 1	IDEA Part B Base Ret. (prek BAF)	2,500.00	0.00	0.00	2,500.00
01 4404 230 1	IDEA Part B Base Ins. (prek BAF)	4,000.00	0.00	0.00	4,000.00
01 4404 290 1	IDEA Part B Base LTD (prek BAF)	0.00	0.00	0.00	0.00
01 4404 319 1	IDEA Part B Professional Services B	60,000.00	252.00	26.10	44,340.10
01 4404 550 1	IDEA Part B - Vehicle Aq.	0.00	0.00	0.00	0.00
4404	IDEA PART B(611) BASE ALLOC BIRTH TO 4	94,500.00	299.25	16.69	78,729.85
4406	IDEA PRESCHOOL(619) BASE ALLOC				
01 4406 319 1	IDEA Preschool Prf Serv	3,000.00	0.00	394.60	(8,838.05)

**Expenditure Report by Function/Object -
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Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
4406	IDEA PRESCHOOL(619) BASE ALLOC	3,000.00	0.00	394.60	(8,838.05)
4410	IDEA ENROLLMENT/POVERTY				
01 4410 140 1	IDEA E/P - Salaries	0.00	0.00	0.00	0.00
01 4410 319 1	IDEA E/P Contracted Services	20,000.00	0.00	15.97	16,806.80
01 4410 410 1	IDEA E/P Supplies	0.00	0.00	0.00	0.00
01 4410 560 1	Sped Idea - Computer Hard.	0.00	0.00	0.00	0.00
4410	IDEA ENROLLMENT/POVERTY	20,000.00	0.00	15.97	16,806.80
4411	IDEA PART B EARLY INTERVENING SERVICES				
01 4411 410 1	IDEA Part B-Early Interven. (Rtl)	7,000.00	0.00	11.56	6,190.58
4411	IDEA PART B EARLY INTERVENING SERVICES	7,000.00	0.00	11.56	6,190.58
4412	IDEA PART B PROPORTIONATE SHARE				
01 4412 319 1	IDEA Prof. Services	0.00	0.00	0.00	0.00
4412	IDEA PART B PROPORTIONATE SHARE	0.00	0.00	0.00	0.00
4455	4455				
01 4455 319 1	Medicaid Contracted Services	0.00	0.00	0.00	0.00
4455	4455	0.00	0.00	0.00	0.00
4900	OTHER FEDERAL EXPENDITURES				
01 4900 410 1	Drug Education - Supplies	3,000.00	0.00	40.47	1,786.00
4900	OTHER FEDERAL EXPENDITURES	3,000.00	0.00	40.47	1,786.00
5690	5690				
01 5690 690 0	Non-Revenue Rec to Exp	0.00	0.00	0.00	(7,062.65)
5690	5690	0.00	0.00	0.00	(7,062.65)
6000	SUMMER SCHOOL				
01 6000 110 2	Driver's Education Salary	2,000.00	0.00	143.00	(860.00)
01 6000 210 2	Social Security	200.00	0.00	109.20	(18.39)
01 6000 220 2	Retirement	200.00	0.00	141.26	(82.51)
01 6000 290 2	Long Term Disability	0.00	0.00	0.00	0.00
01 6000 336 2	Gas And Oil - Drivers Educ.	1,000.00	51.00	18.35	816.50
01 6000 338 2	Repairs	0.00	0.00	0.00	(175.00)
6000	SUMMER SCHOOL	3,400.00	51.00	109.39	(319.40)
8000	TRANSFERS (OUTGOING)				
01 8000 750 0	Transfer Lunch (district)	10,000.00	0.00	0.00	10,000.00
01 8000 752 0	Transfer - Activities Acct	35,000.00	0.00	100.00	0.00
01 8000 757 0	Transfer to Depr. Fund	0.00	0.00	0.00	0.00
01 8000 758 0	Transfer to Emp. Benefit Fund	0.00	0.00	0.00	0.00
8000	TRANSFERS (OUTGOING)	45,000.00	0.00	77.78	10,000.00
9900	9900				
01 9900 000 0	Non-programed Expense	0.00	0.00	0.00	(30,000.00)
9900	9900	0.00	0.00	0.00	(30,000.00)
9910	9910				
01 9910 000 0	Sweep Acct. Expenditures	0.00	0.00	0.00	0.00
9910	9910	0.00	0.00	0.00	0.00
9930	9930				
01 9930 110 0	Cooks Salaries	82,179.00	280.00	78.38	17,766.12
01 9930 210 0	Social Security	6,500.00	20.14	75.78	1,574.12
01 9930 220 0	Retirement	7,500.00	27.66	84.83	1,137.41
01 9930 230 0	Health Insurance	10,000.00	570.51	68.46	3,153.88
01 9930 290 0	Long Term Disability	500.00	12.38	79.43	102.85
01 9930 291 0	Other Benefits (unemploy)	0.00	0.00	0.00	0.00
01 9930 292 0	Workmen's Comp	0.00	0.00	0.00	0.00
9930	9930	106,679.00	910.69	77.75	23,734.38
9990	9990				
01 9990 231 0	Cafeteria Plan -mdr	0.00	0.00	0.00	0.00
01 9990 232 0	Cafeteria Plan - Depc	0.00	0.00	0.00	0.00
9990	9990	0.00	0.00	0.00	0.00
01	GENERAL FUND	7,563,379.00	626,795.62	86.14	1,048,562.77

**Expenditure Report by Function/Object -
Detail_KW**

08/11/2017 11:33 AM

Regular; Processing Month 08/2017; Fund Number 01

Account Number	Account Description	Revised Budget	Expended During Month	% of Budget	Unencumbered Balance
Grand Total:		<u>7,563,379.00</u>	<u>626,795.62</u>	86.14	<u>1,048,562.77</u>

Revenue Summary Report
Processing Month: 07/2017
Regular; Processing Month 07/2017

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1110	Local DistrictTaxes	5,791,179.00	61,682.15	5,912,664.52	102.10	(121,485.52)
01 1115	Carlinae Tax	5,000.00	0.00	11,068.43	221.37	(6,068.43)
01 1120	Public Power Dist. Sales Tax	0.00	0.00	0.00	0.00	0.00
01 1125	Motor Vehicle Tax	250,000.00	18,910.14	187,057.03	74.82	62,942.97
01 1210	Tuition From Other Districts-Reg Ed	0.00	0.00	0.00	0.00	0.00
01 1215	Tuition from Educational Entities	2,500.00	0.00	1,650.00	66.00	850.00
01 1250	Summer School Tuition	1,000.00	0.00	3,375.00	337.50	(2,375.00)
01 1270	Preschool Tuition Fees	10,000.00	308.00	13,400.00	134.00	(3,400.00)
01 1310	Transportation Recd-Reg Ed	0.00	0.00	0.00	0.00	0.00
01 1330	Transport from Other Districts-SPED	0.00	0.00	0.00	0.00	0.00
01 1410	Interest Earned	0.00	0.00	6.58	0.00	(6.58)
01 1610	Local License Fees	4,700.00	0.00	3,760.77	80.02	939.23
01 1620	City- Police Court Fines	0.00	0.00	0.00	0.00	0.00
01 1810	Community Service Activities	0.00	250.00	3,865.00	0.00	(3,865.00)
01 1910	Rental Of School Facilities	0.00	0.00	750.00	0.00	(750.00)
01 1920	Contributions/Donations	0.00	0.00	32.79	0.00	(32.79)
01 1925	Foundation Grant Receipts	1,500.00	0.00	3,108.16	207.21	(1,608.16)
01 1990	Other Local Revenue	5,000.00	2.50	1,392.15	27.84	3,607.85
01 1991	Laptop Fees	5,000.00	0.00	4,120.00	82.40	880.00
01 2110	County Fines & Licence Fees	45,000.00	836.00	41,190.54	91.53	3,809.46
01 2130	Other County Sources	1,000.00	0.00	65.72	6.57	934.28
01 2210	ESU Receipts	11,000.00	2,220.73	13,893.96	126.31	(2,893.96)
01 3110	State Aid	0.00	0.00	0.00	0.00	0.00
01 3120	SPED School Age (SA)	430,000.00	0.00	450,176.00	104.69	(20,176.00)
01 3121	BAF SPED	0.00	0.00	0.00	0.00	0.00
01 3125	SPED Transportation (SA)	30,000.00	0.00	19,815.00	66.05	10,185.00
01 3130	Homestead Exemption	110,000.00	6,027.40	30,137.00	27.40	79,863.00
01 3131	Relief To Property Taxpayers	150,000.00	(20.77)	273,699.79	182.47	(123,699.79)
01 3133	Nameplate Capacity Tax (windmills)	85,000.00	0.00	83,652.85	98.42	1,347.15
01 3135	High Ability Learners	5,000.00	0.00	4,280.00	85.60	720.00
01 3145	Enrollment Option Transport	0.00	0.00	0.00	0.00	0.00
01 3180	Pro Rate Motor Vehicle	11,000.00	3,072.75	49,727.71	452.07	(38,727.71)
01 3185	Early Childhood	0.00	0.00	0.00	0.00	0.00
01 3200	State Apportionment	61,000.00	0.00	60,753.75	99.60	246.25
01 3300	In-lieu Of School Land Tax	0.00	0.00	0.00	0.00	0.00
01 3540	Sixpence Grant Receipts	75,000.00	0.00	78,666.57	104.89	(3,666.57)
01 3570	Teacher Eval Grant	0.00	0.00	5,000.00	0.00	(5,000.00)
01 3990	Other State Receipts	0.00	0.00	0.00	0.00	0.00
01 4200	Chapter 1 - Current Year	87,000.00	0.00	85,044.00	97.75	1,956.00
01 4210	TITLE I NCLB IMPROVING BASIC PRGRMS ACCO	0.00	0.00	5,031.00	0.00	(5,031.00)
01 4404	IDEA Part B Base thru 4	100,000.00	0.00	24,110.00	24.11	75,890.00
01 4405	IDEA Part B Suppl thru 4	0.00	0.00	0.00	0.00	0.00
01 4406	IDEA Base Age 3 & 4	0.00	0.00	486.00	0.00	(486.00)
01 4410	IDEA Enroll Poverty	50,000.00	0.00	27,870.00	55.74	22,130.00
01 4411	IDEA Part B Early Inter K-12	0.00	0.00	0.00	0.00	0.00
01 4412	IDEA Part B Proport. 3-21	0.00	0.00	0.00	0.00	0.00
01 4450	Medicaid in Public Schools	0.00	0.00	0.00	0.00	0.00
01 4455	MEDICAID ADMINSTRATIVE ACTIVITIES	15,000.00	0.00	16,193.70	107.96	(1,193.70)
01 4500	Title 8 (impact Aid)	0.00	0.00	0.00	0.00	0.00
01 4620	Flood Control	10,000.00	0.00	0.00	0.00	10,000.00
01 4700	Perkins Grant	0.00	0.00	0.00	0.00	0.00
01 4850	E-Rate Universal Service	1,500.00	0.00	1,637.21	109.15	(137.21)
01 4990	School Technology Fund Grant	0.00	0.00	0.00	0.00	0.00
01 4992	REAP Grants	0.00	0.00	0.00	0.00	0.00

Revenue Summary Report
Processing Month: 07/2017
Regular; Processing Month 07/2017

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 5300	Insurance Refunds/Adjustments	5,000.00	0.00	8,596.00	171.92	(3,596.00)
01 5400	Sale Of Property	53,000.00	0.00	49,015.08	92.48	3,984.92
01 5500	Transfers From Funds	150,000.00	2,495.76	82,033.90	54.69	67,966.10
01 5610	Cash From Dissolved Districts	0.00	0.00	0.00	0.00	0.00
01 5690	Other Non-revenue Receipt	2,000.00	21.64	7,990.44	399.52	(5,990.44)
01 9000	Non-programmed Receipts	0.00	0.00	0.00	0.00	0.00
	Fund Total:	7,563,379.00	95,806.30	7,565,316.65	100.03	(1,937.65)

Account Balances - As of 7/31/2017

As of 7/31/2017

8/9/2017

Page 1

Account	7/31/2017 Balance
Bank Accounts	
Activity Acct COD #xxx641	5,731.55
Activity Fund Ck - SBTR	63,185.05
Back Pack Program - SBTR #xx-64013	1,631.70
Bond Acct - ANB #xx16185	74,022.00
Breakfast&Lunch Program - SBTR	17,923.71
Building Ck Acct - ANB #xx0640	648,026.11
Depreciation - ANB #xx73541	139,803.24
Employee Benefit Fund Ck - ANB #xx18567	6,448.41
Employee Benefit Fund - ANB #xx87455	180,071.35
Flex Plan -ANB#xx44531	9,105.54
General COD - SBTR #xx0199	15,769.28
General COD - SBTR #xx0909	63,296.35
General COD - TierOne #xx97395	39,156.00
General Fund Acct - ANB #xx2567	2,892,932.55
Office Acct - ANB #xx83638	4,838.89
Payroll Ck - ANB #xx2648	16,203.68
QCUP Ck - ANB #xx2583	232,102.61
Student Fees -ANB #xx35156	5,304.83
Unemployment Ck - ANB #xx2680	297.19
TOTAL Bank Accounts	4,415,850.04
OVERALL TOTAL	4,415,850.04

REPORT TO THE HTRS BOARD OF EDUCATION

LISA OTHMER, PK-12 PRINCIPAL

HTRS Staff In-Service Schedule

I have shared the 3-day in-service schedule with all of you. The highlights will be the new science curriculum training as well as our new intervention that ties directly to our MAPS assessment. This new intervention will focus on math and reading and will be offered to grade 4-10 our pilot year.

Summer Staff

Once again, our summer staff has done a fantastic job in preparing our building. The floors are spotless and classrooms have been cleaned and well stocked for the new school year. Our hardworking secretaries have been enrolling students and refining processes to collect forms. They do an excellent job connecting with parents to answer questions and alleviate concerns so their kids get a great start!

Donations

HTRS patrons have always been a very caring and supportive community. We have received school supply donations from Faith Lutheran Church and Project Response to help families in need so that their children have the supplies they need throughout the year.

Enrollment

Numbers this summer have reflected a fairly high mobility rate especially in the elementary. Our K-6 numbers in the elementary have fluctuated anywhere from 153 to 164. It seems we have settled in now at 160. Here is the break-down. **Spring PK-12 2017 Enrollment=368**

<u>Elementary</u>		<u>Junior High/High School</u>	
PK	27	7 th Grade	23
Kindergarten	27	8 th Grade	32
1 st Grade	19	9 th Grade	30
2 nd Grade	27	10 th Grade	23
3 rd Grade	26	11 th Grade	22
4 th Grade	24	12 th Grade	26
5 th Grade	16	Total=156	
6 th Grade	21	*There are at least 17 3-year old's in the new PK room that are not in the system yet, which brings our district count to 360 total students	
Total=187		Junior High/High School	
Current Total PK-12 Enrollment=343			



Empowering all learners
for tomorrow's challenges
#TitanPride

Board Report August, 2017

Kari Lottman
Assistant Principal

Administrator Days:

Administrator Days were in Kearney again this year on July 26th-28th. The Nebraska Department of Education held many different sessions on the first day. I attended sessions on the State Assessments, ACT Data, I Love U Guys Protocol, Are Your Eighth Graders Ready for Algebra and Special Education Child Count.

Team Updates:

Mrs. Edmundson and I discussed the Crisis Team, Safety Team and School Wellness Policies. The Safety Team will be formed after the teachers are back and I can seek out volunteers. In addition to teachers, I plan to have representation from custodial staff, para-educators and possibly kitchen staff on the team. The objective for this team will be to create Safety Guidelines for the district, train the staff on those guidelines and create consequences for not following the guidelines as well as incentives for compliance. My goal is to have this team formed, guidelines written and rolled out to staff at our October inservice.

The ESU#4 has training on the Standard Response Protocol from I Love U Guys at the end of the month. I am planning to have the Crisis Team attend this training. We will then roll out this protocol to the staff this fall.

PBIS:

Positive Behavioral Interventions and Supports is a behavioral intervention support framework for assisting school personnel in adopting and organizing an evidence-based behavioral intervention system that enhances academic and social behavior outcomes for all students. This framework emphasizes the establishment of a school-wide system utilized by all members of the staff. PBIS organizes evidence-based practices; improves implementation of those practices; and maximizes academic and social behavior outcomes for students.

The HTRS PBIS team has decided to focus on Being Safe, Respectful and Responsible in the following common areas: lunchroom, playground, hallway, bathroom, bus and morning opening. These expectations will be modeled and upheld by all staff.

The PBIS team members are:

Mrs. Lottman
Mrs. Othmer
Mrs. Freeman
Mrs. Hegemann
Mrs. Standerford

Open House:

The District Open House for all students, parents and patrons will be held on Wednesday, August 16th from 4:00 p.m. to 6:30 p.m. We look forward to kicking off the school year with a great turnout!

Continued Opportunity:

HTRS Middle School again has the opportunity to participate in the Food Bank of Lincoln Backpack Program. This program is made possible through partnerships with the Lincoln Food Bank and HTRS Public Schools along with sponsorships from our local community groups. There will be 35 Fridays during the school year that a backpack filled with approximately 4-6 pounds food will be sent home for our families. A voucher for a carton of eggs, bread or milk will be given out during the school year. These can be redeemed at R&D Grocery in Humboldt or Nider's Grocery in Pawnee City.

Please be aware that our school can only select families to participate in the program for which we have funding. We will work very hard to meet the needs of all families who show interest. **A donation of \$250 will feed a family with 3 to 4 children each week for an entire school year.** Our goal is to begin the program by the end of August and reach at least 30 families this year.

If anyone asks about making a contribution, please direct them to either of the principals' offices.

McNealy C & C

new proposal

Page No. _____ of _____ Pages

Jack McNealy
Box 377, Humboldt, NE 68376
402-862-~~2265~~ 2611

PROPOSAL

TO: H.T.R.S.	PHONE	DATE 7-25-17
	JOB NAME / LOCATION Bus Barn	
	JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

	\$ Amount
Concrete: 8' wells (8") East No. Footers under all bld. 2' x 1.0' Floor under work bay; 40" x 8" x 4' pit work bay, Drive way to Road.	41,187-
130 x 55 x 16 steel bld. 30' x 55' insulated work bay, bal. open on west; 2 walk doors; 1-overhead ins. door west, 1-20' insulated on South. colored tin, bathroom	87661-
H ₂ O & Sewer backups 130' hyd west & north & middle on N.	3650-
curb grinding (130')	1500-
Tube Duct Etc; 3 rows lights; outlets for Bus, Nat gas Line to edge of bld.	20360-

Estimate

Firm Bid

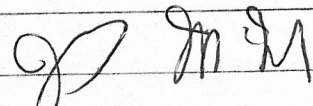
We Propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Dollars \$ **154,358.**

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within _____ 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.

Signature _____

Date of Acceptance: _____

Signature _____



Leighton Schafer Const. Inc.
310 1st Street
DuBois NE 68345

859-4577

Cell 402-335-0771

Estimate

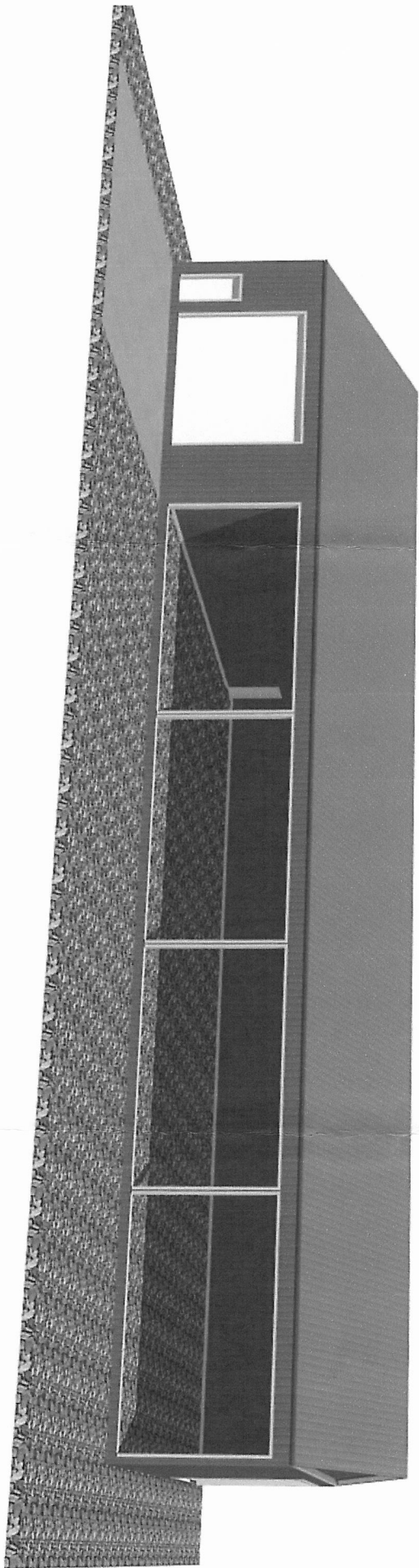
Date	Estimate #
6/30/2017	55

Name / Address
HTRS

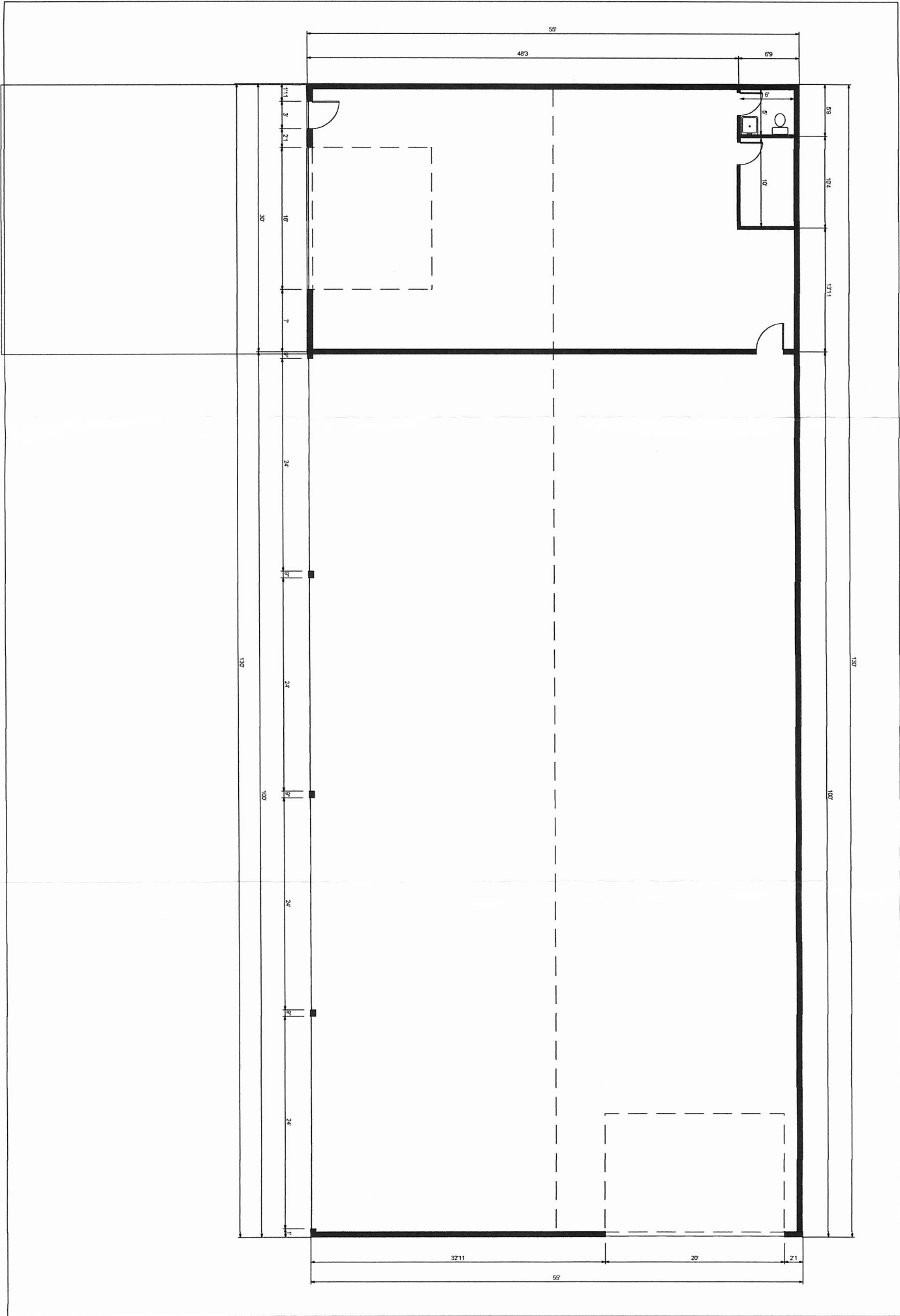
12:00

Terms
quote

Description	Total
<p>place continuous footing 2' wide x 8" thick around perimeter of building (except front of building) and under partition making up the work shop area (piers will be placed under each post at 25' centers on front of building)</p> <p>place 8" stem walls 4' tall on west side where shop is, north side, south side and partition wall</p> <p>place an 8' x 8" stem wall at the rear of building to act as retaining wall, concrete anchors for the 8' retaining wall</p> <p>place 6" floor in shop area with drain (finish smooth) (footings, stem walls, and floor will have 1/2" rebar 2' on centers each way)</p> <p>place curbing at rear of building to address drainage issue and redirect water to street -trough</p> <p>structure to be constructed as directed in packet as a pole type building</p> <p>rafters will be placed 5' on centers</p> <p>laminated poles will be placed 10' on centers</p> <p>26 gauge painted metal skin</p> <p>the shop area will be stick built in order to insulate and line with white metal liner</p> <p>electrical will be placed in conduit</p> <p>gas heat will be installed but gas will have to be brought to the building by others</p> <p>rock placed in garage and driveway in front of garage</p> <p>plumbing as directed</p> <p><i>\$65-67,000 concrete (Dave) include catch basin?</i></p> <p><i>Pope - doing electrical</i></p>	286,428.00
Total	\$286,428.00



piccolo edificio di 100 mq



NW
Proposal

①

HTRS Bus Barn / Shop 130' x 55' x 16' Total Building Size

North end of building will have a
30' x 55' x 16' insulated shop area
steel lined with radiant heat
and trench floor drain

In shop area there will be a
5' x 6' x 8' bathroom with stool & sink
exhaust fan light and heater combo
controlled by thermostat and switch
Office area 6' x 10' x 8' lighting and
plugs ins 7/16 OSB lined both office and bathroom
The Trench drain in shop will 20' long
and dump into a two cell separator
pit this can dump into the
storm drain

All walk doors will be 36" x 81"
steel the west entry door will
have commercial key pad locking system
total walk doors is ④

The building foundation 130' x 55'
will be minimum of 48' for piers between
door openings on west side all other
footings will be to code

East wall 130' x 8' x 8" concrete
North stem wall 55' x 2' x 8" concrete
South stem wall 55' x 2' x 8" concrete

with block out for 20' o/H door
West stem wall 30' x 2' x 8" concrete
with block out for 36" walk door
and 16' x 14' o/H door

2' x 8" stem wall between shop and bus storage with block out for walk door

4' x 16' piers between openings
 Concrete floor in shop 8"
 Concrete drive in front of shop
 30' x 37' x 8" connected to street
 All other bus parking will be rock

Building structure will be wood framed
 with rafters 5' o/c Steel clad
 color of choice (blue + white?)
 ① 16' x 14' 2" insulated O/H with operator
 ① 20' x 14' 2" insulated O/H with operator

6" gutters along east and west
 app 10 downs hooked to underground
 drainage then to the storm drain

Post markers on both sides of the
 O/H doors

Electrical
 done by
 subcontractor

- ⑥ Bathroom exhaust fan / light / heater
- ⑥ 4' moisture sealed light fixtures ~~in~~
 in shop area LED
- 3 rows of led lighting in bus parking
 with one hooked to a timer
- ⑩ 20 amp electrical hookups for buses
 2 on east wall 1 on north wall
 1 on south wall and 6 dropping
 down from ceiling 2 between each bay
 each will be on separate 20 amp breakers
 and timers
- the six drop downs will have 30' cords
 12/3 soow - A cable (cord)

3

4 water proof out lets in shop area
1 220 water proof out let in shop
on south wall

breaker panel sized to what is need 400 Amp
located in the office

Out door lights over door openings
new and old building connected to one meter

Heating + Plumbing done by subcontractor
30'x55'x16' shop area radiant heat gas
① water hook up on south wall of shop
① water hook up on north wall of bus park
the bus parking area
on demand hot water for bathroom
① toilet
① sink
connected to sewer + water

Concrete + drainage etc

All concrete, dirt grading, curb cuttings
and drainage work will be done
by Dave Mezger (Mezger Construction)

Building Construction

All structural above concrete
Over head doors
Steel Cladding
finish work in office + bathroom
done by Weiss Construction (Michael Weiss)

ALL Labor and Material
for this Job

cost \$192,610.⁰⁰

Option ① 6 retractable hanging cords
Add \$2,000.⁰⁰

Option ② steel ceiling in bus
parking area material + labor
Add \$9,000.⁰⁰

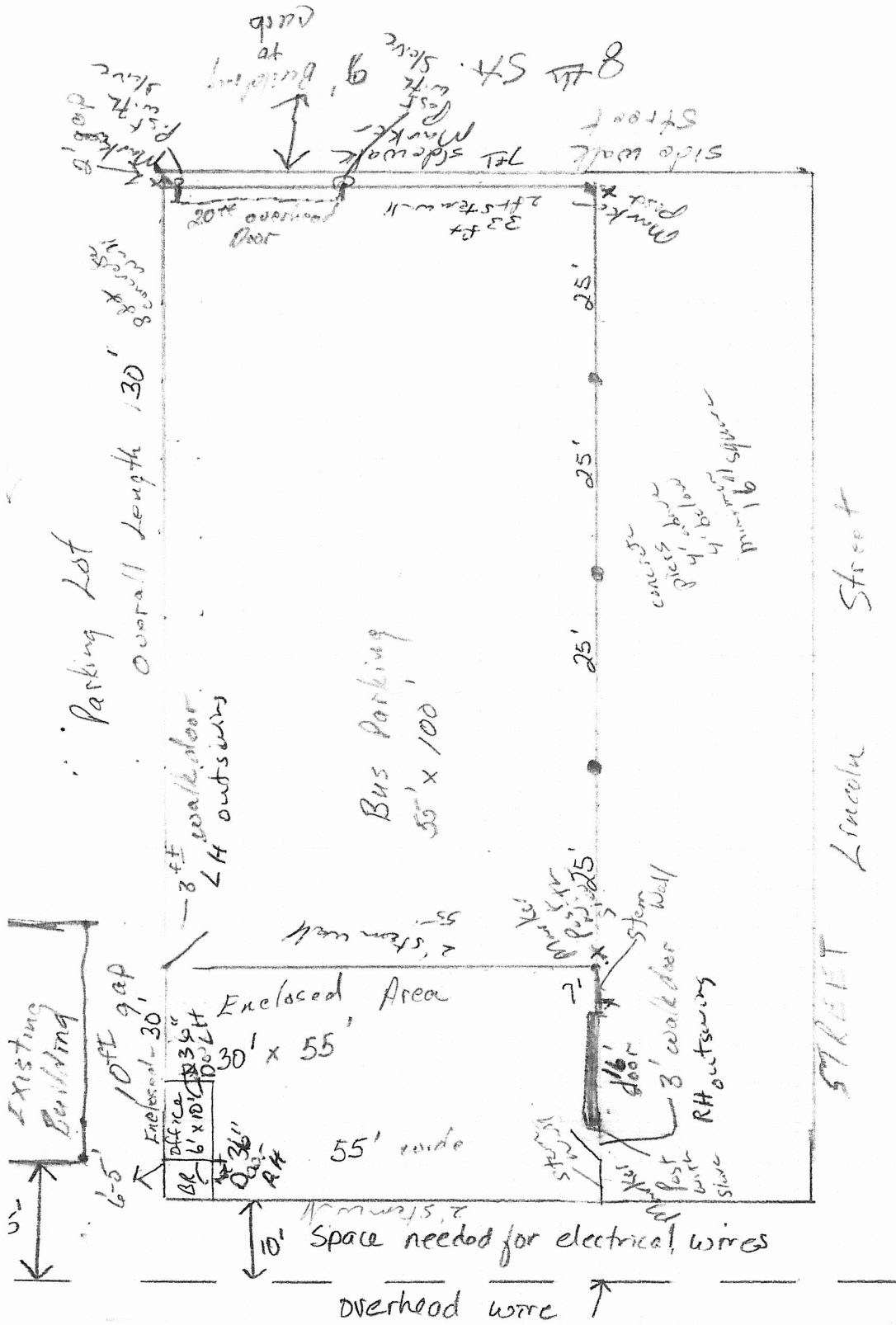
done by
Weiss Construction
Michael Weiss

Note increase over original quote do to

- Lumber/truss price
- Electrical changes/addition
- Insulating south door

increased \$3,416

1- Block = 5 ft



Bus Facility

Bus (don't) need walls
8' for backside post
12' for front and post

Alley

N



ReelTuff™ Retractable Cord Reels: **RTB Series**

Commercial and Industrial Grade Retractable Power Cord Reels

Example



FEATURES

NEMA 2 rated - Indoor use

NEMA 4 rated - indoor/outdoor use, including wet locations

- 30-Amp/600-Volt rated slip ring
- Heavy-duty formed steel mounting base: mount to ceiling, floor, or wall
- All steel construction
- Available in yellow, white or black powder-coat finish
- Adjustable ball stop included
- Positive lock ratchet included
- 6' feeder cord included
- Made in USA

APPLICATIONS:

- Construction
- Maintenance/Service
- Manufacturing
- Vehicle Charging Stations
- Retail
- Education/Hospitality
- Utilities
- Medical/Laboratories

OPTIONS

- 2 - 4 Conductors
- 12 - 16 AWG
- SJOW, SOOW, SEOW (black or white cable)
- 25', 35' and 50' standard cord length, custom cord lengths available upon request



ACCESSORIES*

RTB Series Cord Reels are de-rated to NEMA 2 when accessories are added.

GFCI inline with feeder cord.

- Options include: outlet boxes, plugs, connectors, or work lights
- Optional Pivot Base rotates up to 345°
- Optional Swivel Base 360° continuous rotation



345° Pivot Base

Specifications

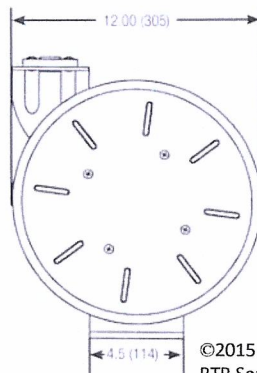
Ask your KH Industries temporary power specialist for a dimensional drawing for complete measurements.

Height: 13.83 in.

Width: 7.75 in.

Depth: 12 in.

Weight: varies based on cord type and length



360° Continuous Swivel Base

©2015 KH Industries ReelTuff RTB Power Cord Reels

RTB Series was formerly referred to as the ORB Heavy Duty Retractable Cord Reel Series.

**2004
Oath of Office**

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

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

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

Adopted on: July 13, 2009
Reviewed on: March 11, 2013
Reviewed on: March 13, 2016
Revised on: August 14, 2017

2005 Conflict of Interest

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:

a. Business with which a board member is associated shall include the following:

(1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

(2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.

b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.

c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

1. Contracts with the School District.

a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or

more, in any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
 - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
 - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
 - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

2. Contracts with Board Member's Immediate Family.

- a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:
 - (1) All district employees.
 - (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

3. Employing Members of the Immediate Family.

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

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

5. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
 - (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
 - (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

6. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects

of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
 - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
 - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

7. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:
- (1) The names of the contracting parties.
 - (2) The nature of the interest of the board member in question.
 - (3) The date that the contract was approved.
 - (4) The amount of the contract.
 - (5) The basic terms of the contract.
- b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.

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

Adopted on: July 13, 2009

Reviewed on: March 11, 2013

Reviewed on: March 13, 2016

Revised on: June 13, 2016

Revised on: August 14, 2017

2008 Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public. Notice of regular and special meetings shall be posted on the school district's website. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting in a newspaper of general circulation within the district if, in the opinion of the superintendent, it is convenient and useful to do so.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be

postponed by the board president. The board will communicate the delay and the updated date, time, and location of the postponed meeting to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay.

4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and may be published on the school district's website.

Adopted on: July 13, 2009

Reviewed on: August 12, 2013

Reviewed on: March 13, 2016

Revised on: August 14, 2017

2016

Participation in Insurance Program by Board Members

Members of board of education may participate in the school district's health and life insurance plans which are provided to school district employees. A board member electing to participate in the insurance program of the school district shall pay both the employee and the employer portions of the premiums to the district in advance of any payments being due from the district to the insurance carrier.

Every three months, the board will place on its agenda a report identifying the board members who have elected to purchase insurance coverage through the district. This report will shall be made available in the school district office for review by the public upon request.

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

3003

Bidding for Construction, Remodeling, Repair or Site Improvement

I. Applicability of this policy.

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

This policy applies to all other purchases and contracts made by the school district for construction, remodeling, repair and other site improvements.

II. Projects with an Estimated Cost of Less than \$100,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$100,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$100,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project

exceeds \$100,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$100,000.

C. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

D. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received or opened and shall identify the hour at which the bids will close or be received or opened.
2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.
3. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
4. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
5. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
6. Sealed bids will be opened in a place and at the specific time

stated in the bid form. Bidders shall be notified of the opening and invited to be present.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.
- E. Any or all bids may be rejected if there is a sound documented reason
 - F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: July 13, 2009
Reviewed on: November 13, 2013
Reviewed on: March 13, 2017
Revised on: August 14, 2017

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

I. Applicability of the policy

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

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

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

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the

contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

III. Construction Projects with an Anticipated Cost of Under \$150,000

A. Methods of Bidding/Soliciting Quotations or Estimates

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

1. Construction with an Anticipated Cost of up to \$3,500 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$3,500. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

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

2. Construction with an Anticipated Cost of between \$3,500 and \$100,000 (Small Purchase Procedures)

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than \$3,500 and less than \$100,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

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

IV. Construction Projects with an Anticipated Cost Over \$150,000

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$150,000 will be publicly solicited using the sealed bid method

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

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

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

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

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

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

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

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

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

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

3004
General Purchasing and Procurement

I. Applicability of this policy.

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

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

II. General Purchasing Policy

A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.

B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.

C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.

D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

III. **Building-Specific Purchasing**

- A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.
- B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.
- C. The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.
- D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

IV. **Purchasing Procedures**

- A. School personnel must secure the approval of an authorized administrator before making any purchases.
- B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than 7 days prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.
- C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.

D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.

F. For purchases of more than \$3,500, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

V. **Relations with Vendors**

A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.

B. No purchase shall be made that violates any conflict of interest policy or law.

C. No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.

D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Revised on: March 14, 2016

Revised on: August 14, 2017

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

1. Purchases up to \$3,500 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$3,500. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

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

2. Purchases between \$3,500 and \$150,000 (Small Purchase Procedures)

Small purchases are purchases that, in the aggregate amount, is more than \$3,500 and less than \$150,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$150,000

a) Sealed Bids (Formal Advertising)

For purchases over \$150,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. Noncompetitive Proposals (Sole Sourcing)

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The item is available only from a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$150,000.

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

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

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

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

B. Inventory Procedure

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

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

C. Inventory Records

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

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

10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

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

D. Physical Inventory

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

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

H. Disposal of Equipment

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

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

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

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

2. Maintenance of Procurement Records

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

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of

passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

3011 Transportation

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

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

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

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

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

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Reviewed on: March 13, 2016

Revised on: August 14, 2017

3012

School Meal Program and Meal Changes

Meal Program. The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent.

Meal Charge Policy. The district will notify students and their families of the policy for **Charged Meals**, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families or low or negative balances, and other staff involved in enforcing any aspect of this policy.

If a student has no funds available to pay for a meal, the student will be provided, but not charged for a "courtesy meal", such as a plain sandwich. A student's account will be allowed to become delinquent up to \$5.00.

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases. School staff may prohibit any students from charging a la carte or extra items if they do not have cash in hand or their account has a negative balance.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, or is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law.

Collection efforts may continue into a new school year.

In the event that the Nebraska Department of Education develops a state-level meal charge policy, it shall supersede that portion of this policy.

Adopted on: July 13, 2009

Reviewed on: November 13, 2013

Revised on: March 14, 2016

Revised on: August 14, 2017

3018
Denying Access to School Premises or Activities

The school district shall provide access to the district's buildings, grounds and activities to students, parents or guardians of students, and other persons who have legitimate reasons for being on school grounds. The superintendent of schools or his or her designee (referred to herein as the "administrator") may limit or deny access to school buildings, grounds, and activities to any person who:

1. Disrupts the educational environment;
2. Repeatedly fails or refuses to comply with the visitor protocol adopted by each building;
3. Is unreasonably boisterous;
4. Engages in violence, force, coercion, threats, intimidation, or similar conduct;
5. Causes or attempts to cause damage to school property or to the property of any student or school employee;
6. Causes or attempts to cause personal injury to any student, school employee or other person on school grounds or at a school activity on or off school grounds;
7. Uses vulgar, profane, or demeaning language; or
8. Uses fighting words;
9. Poses a danger to the safety and well being of students.

Upon determining that a person has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the administrator shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The administrator may request assistance from law enforcement authorities to remove an offending person from the school grounds.

The administrator shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises. A person who enters school premises in violation of these conditions shall be deemed to be trespassing. The administrator may summon law enforcement authorities to remove the person and request that criminal proceedings be initiated.

Adopted on: July 13, 2009
Reviewed on: November 13, 2013
Reviewed on: March 13, 2016
Revised on: June 13, 2016
Revised on: August 14, 2017

3033

Lending Textbooks to Children Enrolled in Private Schools

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

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

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

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

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

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

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

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

Adopted on: August 14, 2017

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 shall determine the type of purchasing card or cards to be used in the program and shall 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. 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 \$5,000.

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

Documentation. Employees seeking reimbursement for a purchasing card purchase shall submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall 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) **may** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) **may** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account shall be immediately closed and he or she shall return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase shall 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 business manager shall conduct independent reviews of credit card expenses, or a sample thereof, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

3038
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3039 Threat Assessment and Response

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

1. Obligation to Report Threatening Statements or Behaviors.

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

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

2. Threat Assessment Team

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

3. Threat Assessment Investigation and Response

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

statements or behavior, interviews of family members, physical searches of the individual of concern's person, possession, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the team determines to be reasonable and useful.

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

4. Communication with the Public about Reported Threats

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

5. Coordination with the Crisis Team After Resolution of Threat

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

If, at any point throughout the investigation of a threat, the administration feels there is immediate danger to a person, the superintendent may make decisions without consulting the threat assessment team.

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

3040

School Safety and Security

In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

I. General Safety and Security

a. NDE Rubric

The District will meet at least the minimum requirement for each school safety and security standard indicator adopted by the Nebraska Department of Education.

b. School Hours

- i. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
- ii. If, during a crisis situation, the parent(s) or guardian of a student decides that the student needs to be absent, this absence will be excused.

c. Access to School Facilities

- i. The school's facilities may not be used for funeral or memorial services during the school day.
- ii. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

d. Memorials

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be displayed anywhere on the school premises without board approval.
- ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

II. Superintendent's Duties Related to Safety and Security

a. Appointment of Crisis Team

The Superintendent shall appoint members to serve on the school district's crisis team. The superintendent may, but is not required, to include representatives from the following groups on the crisis team:

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)
- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

b. Compliance with Fire and Safety Codes

The Superintendent will ensure that the school district meets all current fire and life safety codes or is in the process of coming into compliance.

c. Annual Safety Audits

The Superintendent will arrange for the performance of an annual safety audit using an external consultant utilizing the standardized audit protocol adopted by the Nebraska Department of Education.

d. Mutual Aid Agreements

The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and

emotional recovery areas when possible with appropriate local entities.

III. Building Principals' Duties Related to Safety and Security

a. Positive and Safe Learning Environment

Each building principal shall implement a school-wide behavior process to create a positive and safe learning environment.

Each building principal shall conduct training on and require enforcement of the district's anti-bullying and dating violence policies.

Each building principal shall ensure that staff completes the required suicide prevention training as required by board policy.

Each building principal shall require staff to engage in active supervision of students at all times.

b. Visitor Protocol

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for possible exclusion from school facilities pursuant to board policy.

c. Emergency Drills

Each building principal must ensure that the following drills are conducted in his/her building:

- i. Fire drills (evacuation: One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.

- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

Each building principal must also conduct any non-required drills recommended by the crisis team.

Each building principal shall conduct a performance review of each of the drills conducted pursuant to this policy. This review does not have to be in writing.

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

3041 Crisis Team Duties

The crisis team is responsible for planning the safety and security of the school, staff, and students. The teams will respond to and manage any safety or security incident that occurs in the school setting or which has the potential to disrupt the orderly operation of the school system.

1. Membership on and Chair of Team

The superintendent will appoint members to serve on the crisis team.

If the superintendent does not serve on the crisis team personally, he/she shall appoint an individual to serve as the chair of the crisis team. The chair of the crisis team shall have the responsibility of scheduling crisis team meetings, documenting crisis team actions and reporting to the board at least annually on the district's All-Hazard School Safety Plan and other activities of the crisis team.

2. Meetings of the Crisis Team

The crisis team will meet at least twice annually with representatives from local law enforcement and local fire and rescue personnel. At these meetings, the team will coordinate with local agencies to prepare for and communicate about a variety of real world scenarios.

The crisis team will meet at such additional times as necessary to fulfill the duties given to it pursuant to this policy.

3. School Self-Assessment

The crisis team shall conduct the self-assessment created by the Nebraska Department of Education as part of its School Safety and Security Standards. This assessment shall be conducted for each school building. The team shall report the results of this self-assessment to the superintendent and to the board of education.

Either the superintendent or the chair of the safety committee will also report the results of the self-assessment to the Nebraska Department of Education.

4. All-Hazard School Safety Plan

The crisis team will create an All-Hazard School Safety Plan. The plan must be customized to the needs of each of the school district's buildings. The plan must include all of the components required by the School Safety and Security Standards adopted by the Nebraska Department of Education, and shall meet at least the minimum indicators set by those Standards.

The crisis team shall share a copy of the district's All-Hazard School Safety Plan with local authorities and first responders.

The chair of the crisis team shall provide a copy of the district's All-Hazard School Safety Plan to the NDE Security Assessor at least one-week prior to the assessor's scheduled visit to the district.

5. Standard Response Protocol (SRP)

The crisis team shall be knowledgeable about the Standard Response Protocol promoted by the "I love u guys" Foundation.

The crisis team will coordinate with members of the administrative team to arrange for all students, employees and other individuals who routinely use the district's facilities to receive SRP training and guidance.

The crisis team will assess the need for SRP to be implemented at off campus locations where students may be present for school activities.

The crisis team will confer with individuals knowledgeable about students, staff or patrons who may have special needs in order for those individuals to be able to understand and implement the SRP.

6. Consultation With Building Principals

The crisis team shall confer with the principal of each building within the district to ensure that visible signage is present in each building which meets the needs of local emergency responders.

The crisis team will review the utility of non-required drills in light of the needs and unique circumstances present within each building within the district. Non-required drills recommended by NDE include lock-down, lock out, evacuation, shelter and reunification process. The crisis team will consult with building principals to review both required and non-required drills.

7. Consultation with Threat Assessment Team

The crisis team will consult with members of the threat assessment team to determine if the district’s All-Hazard School Safety Plan has been appropriately implemented and if it should be modified or updated.

8. Review of Training

The crisis team shall review the training which the school system provides for specified employees in required areas to comply with local, state, and federal regulations.

The crisis team shall also review any non-required training which could be provided to appropriate staff to increase the safety and security of the school district and its students, staff and patrons. If the team believes such non-required training would be beneficial, it shall recommend to the superintendent that the training be provided to the identified staff member at district expense.

9. Communication with School Community and Stakeholders

The crisis team will work continuously to improve communication with the school community and relevant stakeholders. This communication shall include, but not be limited to, the communication strategies and protocols identified in the district’s All-Hazard School Safety Plan.

10. Communication with the Board of Education

The crisis team will report to the board at least annually on its activities. This report may be included as part of the superintendent’s or principal’s report at a regular board meeting.

Adopted on: August 14, 2017
Revised on: _____
Reviewed on: _____

3042

Construction Management at Risk Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract.

Definitions. For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;
3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;
4. Request for proposals means the documentation by which a school district solicits proposals; and
5. School district means Humboldt-Table Rock-Steinauer Public Schools.

Procedures.

1. Procedures for the preparation and content of requests for proposals shall include the following:
 - A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of

Education. The request for proposals shall contain, at a minimum, the following elements:

1. The identity of the school district for which the project will be built and the school district that will execute the contract;
 2. Policies adopted by the school district pursuant to the Act;
 3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 4. Any bonds and insurance required by law or as may be additionally required by the school district;
 5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
 6. The criteria for evaluation of proposals and the relative weight of each criterion; and
 7. A description of any other information which the school district chooses to require.
2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.

3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:
 - A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.
 - B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
 - (1) The financial resources of the construction manager to complete the project **(up to ten percent)**;
 - (2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager **(up to thirty percent)**;
 - (4) The quality of performance on previous projects **(up to thirty percent)**;

- (5) The ability of the construction manager to perform within the time specified **(up to thirty percent)**;
- (6) The previous and existing compliance of the construction manager with laws relating to the contract **(up to ten percent)**; and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

*The percentages listed above must be modified so that they add up to 100%. This can be done at the time the school board designates the CM@R method for a specific project, or at a later time but before the RFP is published and sent out.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- C. The school district shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.
4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:
 - A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
 - B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
 - C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.

- D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
 - E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.
 - F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:
- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
 - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
 - B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent

improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the school district.

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a

Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protestor and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protestor may appeal to the Board, but the decision shall be final unless the interested party protestor files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protestor, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

Prohibitions. The school district shall not use a construction management at risk contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: August 14, 2017
Revised on: _____
Reviewed on: _____

3043 Design-Build Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract.

Definitions. For purposes of this policy:

1. Board means the District's Board of Education.
2. Department means the Nebraska Department of Education.
3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.
5. District means Humboldt-Table Rock-Steinauer Public Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under a DB Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.

8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.
9. Proposal means an offer in response to a Request For Proposals ("RFP") by a Design-Builder to enter into a DB Contract for a project pursuant to the Act.
10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.
11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.
12. Superintendent means the District's Superintendent of Schools.

Procedures. The District shall follow the procedures below in connection with any DB Contract.

1. Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.

A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:

- (1) A general description of the Design-Build project;
- (2) Directions regarding how interested persons or organizations can apply for consideration by the District;
- (3) The date by which persons or organizations must submit their applications; and

- (4) A statement that any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
- B. To apply to be the District's PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.
- D. The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.
- E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.
- F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and

complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

- G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.
- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.
- I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.
- J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.

- K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.
- L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.
- M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

2. Procedures and standards to be used to prequalify Design-Builders.

- A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:
 - (1) Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest;
 - (2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
 - (3) Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.
- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least

two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.

- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

3. Procedures for the preparation and content of RFPs.

- A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:
 - (1) The identity of the school district for which the project will be built and will execute the Design-Build Contract;
 - (2) A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
 - (3) The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 - (4) A project statement which contains information about the scope and nature of the project;
 - (5) Project Performance Criteria;
 - (6) Budget parameters for the project;
 - (7) Any bonds or insurance required by law or as may be additionally required by the District;

- (8) The criteria for evaluation of Proposals and the relative weight of each criterion;
- (9) A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- (10) A requirement that the Design-Builder agree to the following conditions:
 - (i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - (ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - (iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
 - (iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
 - (v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the Act; and
- (11) Other information the District chooses to require.

- B. At least 30 days prior to the deadline for receiving and opening Proposals, the notice of the RFP shall be:
 - (1) Published in a newspaper of general circulation within the District;
 - (2) Filed with the Department; and
 - (3) Sent by first-class mail to the prequalified Design-Builders only.

4. Procedures for preparing and submitting Proposals.

- A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C. Proposals may be withdrawn at any time prior to acceptance.
- D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

5. Procedures for evaluating Proposals.

- A. The District may only proceed to negotiate and enter into a DB Contract if there are at least two proposals from prequalified Design-Builders.
- B. The District shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the District. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a design-builder under the Act, and (5) a resident of the District other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a design-builder who has a proposal being evaluated and shall not be employed by the District or the school's architect or engineer.

- C. The selection committee and the District shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
- (1) The financial resources of the design-builder to complete the project **(up to ten percent)**;
 - (2) The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
 - (4) The quality of performance on previous projects **(up to thirty percent)**;
 - (5) The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
 - (6) The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
 - (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

*The percentages listed above must be modified so that they add up to 100%. This can be done at the time the school board designates the Design-Build method for a specific project, or at a later time but before the RFP is published and sent out.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- D. The District shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

6. Procedures for Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.

- A. The District may attempt to negotiate a DB Contract with the highest ranked Design-Builder selected by the Board and may enter into a DB Contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor.
- C. If the District is unable to negotiate a satisfactory DB Contract with the highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a DB Contract with that Design-Builder after negotiations.
- D. If the District is unable to negotiate a satisfactory DB Contract with the second highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a DB Contract with that Design-Builder after negotiations.
- E. If the District is unable to negotiate a satisfactory DB Contract with any of the ranked Design-Builders, it may either revise the RFP and solicit new Proposals or cancel the design-build process.
- F. If the District is able to negotiate a satisfactory contract with a design-builder, the District shall file a copy of all design-build contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the design-builder shall file a copy of all contract modifications and change orders with the State Department of Education.

7. Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of DB Contracts.

- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.

- (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the design-builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.
- D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

8. Refinements and Changes. A DB Contract may be conditioned upon later refinements in scope and price and may permit the District, in agreement with the Design-Builder, to make changes in the project without invalidating the DB Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

9. Projects Excluded. The District shall not use a design-build contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

3044

Incidental or De Minimis Use of Public Resources

The board prohibits its members and employees from using public resources for personal or political purposes as prohibited in the Nebraska Political Accountability and Disclosure Act ("Act"). However, the board recognizes that incidental or de minimis uses of public resources are sometimes necessary and within reason. The purpose of this policy is to comply with the Act and to authorize certain uses of public resources as permitted by the Act.

The following uses of public resources are permitted as incidental or de minimis:

- Limited communications with family members or other non-district employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, with interference determined in the sole and unfettered discretion of an employee's supervising administrator;
- Traveling to or from the person's home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervising administrator, who is authorized to make that determination under this policy;
- Making a limited number of copies of personal documents when the person cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the district's digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Any other uses contained in the collective bargaining agreement or individual contract of the employee;
- Other uses by employees authorized by the superintendent or superintendent's designee. The board intends to allow the superintendent to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act; and
- Other uses by the superintendent or board members authorized by the board president. The board intends to allow the board president to

authorize such uses on a case-by-case basis to the maximum extent permitted by the Act

All uses pursuant to this policy must be (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. It is the responsibility of each board member or employee to account for their own tax liability, and the district will not indemnify or account for any personal use of public resources by the board member or employee.

All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

3045
Use of Sniffer Dogs

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

Protocol for Use of Sniffer Dogs

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be

turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

NOTICE TO STUDENTS AND STAFF

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

3046 Service Animals

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy.

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

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

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

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

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

Health and Vaccination. The service animal must be in good health and immunized against diseases common to that type of animal. The owner or handler of the animal must submit proof of current licensure

from the local licensing authority and proof of the service animal's current vaccinations and immunizations from a licensed veterinarian.

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

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

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

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

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

Allergic Reactions. If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

Supervision and Care of Service Animals. The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is

responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

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

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

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

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

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

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

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

Adopted on: August 14, 2017

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. 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,
3. Staff members with access to district devices,
4. 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.
2. 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. 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 Affected 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: August 14, 2017

Revised on: _____

Reviewed on: _____

4001 Nondiscrimination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: July 13, 2009
Reviewed on: January 13, 2014
Reviewed on: March 13, 2016
Revised on: August 14, 2017

4010 Inclement Weather

Unless the superintendent directs otherwise, staff shall not be required to report when school is canceled due to inclement weather.

If school is canceled during the day because of inclement weather, classified and certified personnel may be released after students have been excused. Classified and certified personnel who miss work due to inclement weather when school is in session will not be paid for time missed or will be charged an applicable leave day.

Adopted on: July 13, 2009

Reviewed on: January 13, 2014

Revised on: March 14, 2016

Revised on: August 14, 2017

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

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

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for *unpaid* leave under this policy, an employee must:
 - a. Make the request for leave at a time when the school district employs 50 or more workers;
 - b. Have been working for the school district for at least 12 months prior to the request; and
 - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be the 12-month period measured forward from the date such employee's first FMLA leave begins.
3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

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

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

For purposes of this provision and this policy, "Covered Servicemember" includes both Military Members and covered Veterans, so long as the

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

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

C. Limitations on Leave

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

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

D. Qualifying Notice and Certification

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

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

Regular Armed Forces in support of a contingency operation;

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

E. Scheduling Leave

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

II. Relationship with District During Leave

A. Leave to Be Unpaid

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

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the

school district would not normally provide such paid leave.

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

C. Group Health Plan Benefits

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

D. Intermittent or Reduced-Schedule Leave

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

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

Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

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

III. Return from Leave

A. Restoration to Position

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

prior to the date on which the leave commenced.

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

B. Denial of Restoration

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

C. Failure to Return from Leave

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

IV. Notice to Employees

- A.** The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.
- B.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.
- C.** To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.

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

Adopted on: July 13, 2009

Revised on: August 12, 2013

Reviewed on: January 13, 2014

Reviewed on: March 13, 2016

Revised on: August 14, 2017

4011.1
Nebraska Family Military Leave Act

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

I. Qualifying for Leave

A. Qualified Employees

To be eligible for unpaid leave under the NFMLA, an employee must:

1. Have been working for the school district for at least 12 months prior to the request; and
2. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

B. Qualified Circumstances for Requesting Leave

The school district will grant a qualified employee up to a total of 30 days of unpaid leave if:

1. The employee is the spouse or parent of a person called to military service lasting 179 days or longer with the state or United States pursuant to orders of the Governor or the President of the United States and;
2. The leave is scheduled to be taken during the time federal or state deployment orders are in effect.

C. Qualifying Notice and Certification

Employees seeking to use the NFMLA will be required to provide:

- a. A consultation with the District to schedule leave so as not to unduly disrupt the operations of the school.
- b. Certification from the proper military authority to verify the employee's eligibility for the family military leave requested.
- c. 14-day advance notice of the intended date upon which the leave will begin, if leave will consist of five or more work days.
- d. As much advance notice as possible of the intended date upon which the leave will commence, if leave will consist of less than five work days.

II. Relationship with District During Leave

A. Leave to Be Unpaid

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

B. Benefits

1. Taking leave under the NFMLA shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.
2. Any employee who takes leave under the NFMLA will be permitted to continue their benefits at their own expense.
3. Payment for benefits must be made to the district in advance of the date on which they are due. For example, if health insurance premiums are paid to the carrier by the district on the 1st of the month, the employee taking leave under the NFMLA must

provide the full cost of the premium to the district prior to that date. Failure to provide the full costs for all benefits the employee wishes to continue in advance of their due date may result in cancellation of benefits as permitted by law.

III. Return from Leave

A. Restoration to Position

1. Any employee who exercises the right to leave under the NFMLA shall be restored by the district to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.
2. This section does not apply if the district proves that the employee was not restored because of conditions unrelated to the employee's exercise of rights under the NFMLA.

B. Failure to Return

If an employee fails to return after the period of leave to which the employee is entitled has expired, and no additional qualifications for leave exist, the employee will be subject to the district's policies governing unexcused absences up to and including termination of employment.

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

4019
Workplace Injury Prevention and Safety Committee

The school district is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with this school district. Every employee of the district should show concern for the safety of fellow employees, students, and members of the public. The district shall have a workplace injury prevention and safety committee as required by Nebraska law. Members of the safety committee shall be established through the collective bargaining process.

The committee shall adopt and maintain a written injury prevention program. The committee shall participate in the development of safety education, training, and the establishment of safety rules, policies and procedures pursuant to this policy, the district's written injury prevention program, or as otherwise provided by law. Training for employees shall be conducted annually.

The workplace injury prevention and safety committee shall maintain minutes of all meetings and file them in the district office. The committee shall implement accident investigation, record keeping procedures, safety rules, safety and health training, and policies. The district shall maintain records for at least three years, or longer if directed by the Department of Labor.

The committee shall meet at least once every three months or more frequently in the event of an employee complaint or of a job-related injury or death. The workplace injury prevention and safety committee shall keep written minutes of all meetings, and provide a copy to the superintendent or designee who shall maintain the minutes in the district's administrative offices for a period of at least three years, unless otherwise instructed by the Department of Labor.

The workplace injury prevention and safety committee shall develop an injury prevention plan and present it to the board. The plan should be developed and presented in the spirit of employees working together in a cooperative, non-adversarial effort to promote safety at the work sites within the district.

The superintendent or designee shall assure that the safety training for employees is reviewed annually or more frequently, if needed. He or

she shall provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming new and different duties within the school district, if appropriate.
2. Job specific training for employees before they perform potential hazardous work.
3. Periodic refresher training and dissemination of information on an annual basis, or more frequently if so designated by the administrator, for employees regarding the injury prevention plan of the unit and safety rules, policies, and procedures pertaining to safety within the school district.

In the event of a death in the workplace, the workplace injury prevention and safety committee shall forward to the Department of Labor within 15 working days a copy of any review of the matter made by the workplace injury prevention and safety committee.

The superintendent or designee shall establish or cause to be established record-keeping procedures to control and maintain all accident and injury records pertaining to accidents and injuries within the district or activities under the control of the district. Such records shall be kept for at least three years, or longer if so advised by the Department of Labor.

The workplace injury prevention and safety committee will confer with the district's crisis team and shall review the district's All-Hazard School Safety Plan upon its adoption by the crisis team.

Adopted on: July 13, 2009
Reviewed on: January 13, 2014
Reviewed on: March 13, 2016
Revised on: August 14, 2017

4041 Staff Dress and Appearance

The attire worn by staff members conveys an important image to students and the general public. The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community.

I. Staff Expectations in Dress and Appearance

A. General Expectations in Dress and Appearance

1. Certified staff, paraeducators, and office staff should generally dress in business casual attire that is clean and professional.
2. Custodial, maintenance, and transportation staff should dress in attire appropriate to the work they are performing.

B. Unacceptable Forms of Dress and Appearance

1. The following are examples of unprofessional attire which should not be worn by classroom staff during the traditional school day, when students or visitors are in attendance, or when the employee is supervising, directing, or coaching students when the public is in attendance:
 - For men: shirts without collars, unless the shirt can be deemed professional by other standards.
 - Athletic wear, including sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium, on a playing field, or at athletic or other activity practices.
 - Shorts, except when teaching physical education class or at athletic or other activity practices.
 - Blue jeans, except at athletic or other activity practices, or on days considered to be "dress down" days.
 - Hats, except when worn outside for sun coverage.
 - Rubber soled 'flip flop' thong sandals.
 - Any attire which is excessively wrinkled or torn, so that it is no longer neat and professional.
 - Any attire which is immodest or may distract other employees or students in the learning environment.

II. Enforcement

The superintendent or principal shall maintain the discretion to make determinations on staff dress and appearance. Administrators may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees (e.g., special "casual days" or field days). Any violation of school policy and rules may result in disciplinary action.

Adopted on: July 13, 2009

Reviewed on: March 10, 2014

Reviewed on: March 13, 2016

Revised on: August 14, 2017

4053
Conflict of Interest

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

1. Definitions. For the purposes of this policy:

- a. Business with which an employee is associated shall include the following:
 - (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
 - (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.
- b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
- c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes

2. Contracts with the School District.

- a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more,

in any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

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

3. Employing Members of the Immediate Family.

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

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

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

Adopted on: July 13, 2009
Reviewed on: January 13, 2014
Reviewed on: March 13, 2016
Revised on: August 14, 2017

4059
Suicide Prevention Training

The following employees are required to complete at least one hour of suicide awareness and prevention training every year:

- School nurses
- Teachers
- Counselors
- School psychologists
- Administrators
- School social workers
- Community coaches
- Paraeducators
- Bus drivers
- Kitchen staff
- Custodians
- Secretarial and clerical staff

These employees must complete the online training provided by the Nebraska Department of Education no later than October 31 of each school year or within 30 days of their initial employment. Failure to complete this training shall constitute just cause for the termination or nonrenewal of employee's contract.

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

4060 School Vehicle Use

Pupil Transportation Vehicles. The transportation of students in a pupil transportation vehicle is governed by the rules of the Nebraska Department of Education and the district's safe pupil transportation plan or safety and security plan. See Title 92, Nebraska Administrative Code, Chapter 91 – Regulations Governing Driver Qualifications and Operational Procedures for Pupil Transportation Vehicles ("Rule 91") Title 92, Nebraska Administrative Code, Chapter 92 – Regulations Governing the Minimum Equipment Standards and Safety Inspection Criteria for Pupil Transportation Vehicles ("Rule 92"), available on NDE's website (www.education.ne.gov). A pupil transportation vehicle is any vehicle utilized to carry school children as sponsored and approved by the school board and that conforms to the Nebraska Department of Education definitions of pupil transportation vehicles listed as School Bus, Activity Bus, Small Vehicle, or Coach Bus.

School Vehicles Other Than Those Transporting Students. School district employees, board members, and other elected or appointed school district officials (collectively "school personnel") who are not transporting children are authorized to use a school district vehicle to travel to a designated location or to their home when the primary purpose of the travel serves a school district purpose. School district vehicles may not be used for personal purposes unless the vehicle, or the use of it, is provided to an employee as a condition of an employment contract or it is leased to school personnel as allowed by law. School personnel must operate school vehicles in accordance with all applicable federal, state, and local laws.

Driver Qualifications. School personnel who wish to use a vehicle owned or leased by the school district and who are not transporting students must:

- Possess and provide a copy of a valid Motor Vehicle operator's license.
- Be able to read and comprehend driving regulations and written test questions.
- Obtain and provide a copy of his or her current driving record from the department of motor vehicles at least one time per school year to the superintendent or his or her designee.
- Be at least 19 years of age.

School personnel must notify the superintendent or his or her designee about any change in their driving status or eligibility.

School personnel who have been convicted of any of the following or who meet any of the following conditions will not be allowed to drive a school district vehicle:

- If the citation or conviction occurred at any time—Motor vehicle homicide or driving under the influence – 3rd or subsequent offense;
- If the citation or conviction occurred within the last 3 years - Driving under the influence of drugs or alcohol, failure to render aid in accident you are involved in, speeding 15 miles per hour or more above the posted speed limit, reckless driving (willful or otherwise), careless driving, leaving the scene of an accident, failure to yield to a pedestrian with bodily injury to the pedestrian, or negligent driving; or
- Have accumulated 6 points or more under an operator’s license point system within the last one year.

The superintendent or his or her designee has the discretion to prohibit school personnel from driving a school vehicle for a citation or arrest for the above offenses or any other offense or reason. The superintendent or his or her designee will make the final determination about the use of school district vehicles.

Electronic Communication While Driving. Unless the superintendent or a principal grants an exception to allow verbal communication on an as needed basis for specific district-related work based upon an employee’s duties and responsibilities, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle. This prohibition includes but is not limited to answering or making telephone calls, engaging in telephone conversations, and reading or responding to e-mails, instant messages, text messages or other visual media.

Tobacco, Alcohol, and Controlled Substances. The use of any tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product, is not permitted in a school vehicle at any time. The use or possession of any alcohol or controlled substance (unless legally prescribed to school personnel by a physician) is not permitted in a school vehicle at any time. All drivers shall follow and be subject to Drug Free Workplace Policy and Drug Policy Regarding Drivers Policy.

Traffic Accidents, Infractions, Violations, or Citations. School personnel who receive a citation or warning citation from a law enforcement officer or are involved in an accident while operating a school vehicle must report the citation to the superintendent or his or her designee as soon as practicable, but no later than 24 hours of receipt. The superintendent must

report his or her accidents, infractions, violations, or citations to the board president.

Adopted on: July 11, 2016

Revised on: August 14, 2017

Reviewed on: _____

4061

Workplace or Non-Workplace Injuries or Illness and Return to Work

Reporting Workplace Injuries. Staff members who are injured while performing duties or who witness workplace injuries must report them to the superintendent or superintendent's designee as soon as possible after being injured or witnessing an injury. Staff members must prepare written statements regarding the injuries they sustained or witnessed when they are asked to do so by the school district. Failure to report a workplace injury as a witness will constitute insubordination and neglect of duty and may result in adverse employment action up to and including termination or cancellation of employment. Failure to report workplace injuries may also result in delayed or forfeited benefits to which an employee may otherwise be entitled.

Returning to Work after Workplace Injuries or Non-Workplace Injuries or Illness. Staff members whose injuries or illness prevent them from completing any or all of their duties, whether or not incurred at work, may be permitted to continue working or may be offered modified duty positions as required by law or as determined appropriate by the superintendent. This policy does not guarantee a limited or modified assignment during the recovery period unless it is otherwise required by law. The employee may be required to provide a return to work certification or report from their treating physician which delineates any restrictions, modifications, or accommodations needed to allow the employee to perform the essential functions of their position.

Termination After Workplace Injuries or Illness. Unless otherwise covered in an individual employment contract, employees may be terminated after suffering a workplace injury or illness when the district has a legitimate, nondiscriminatory reason for doing so. Such reasons include but are not limited to:

- Necessity to fill the position to maintain continuous services as required by law or district policy or standards;
- Performance deficiencies of the employee unrelated to the injury or illness;
- Unavailability of substitute or replacement employees;
- When the absence will negatively impact students' educational experience or opportunities; or
- Any other reason not otherwise prohibited by law.

The district may make such employment determinations regardless of whether the employee has returned to work and regardless of whether a

medical professional has certified that the employee has reached maximum medical improvement. In the event the injury or illness lasts beyond the amount of leave time provided by the district and by the Family Medical Leave Act, which is generally no greater than 12 weeks, the employee may be terminated even if the employee remains eligible for Workers' Compensation under state law or short or long-term disability under a policy available through the district. In no event will an employee be terminated as retaliation for filing a Workers' Compensation claim.

Termination After Non-Workplace Injuries. Unless otherwise covered in an individual employment contract or prohibited by law, employees who are unable to perform any of the essential functions of their positions with reasonable accommodation(s) due to injury or illness occurring outside of the workplace may be terminated. The employee's position or a similar position will be held open only as required by law, such as the Family Medical Leave Act.

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

5001 Compulsory Attendance and Excessive Absenteeism

"School success is 90 percent showing up; the other half is mental." Yogi Berra

Research on policies and practices that effectively encourage regular student attendance share some key components:

1. Education of parents regarding school attendance requirements.
2. Effective policies and practices to monitor attendance.
3. Clear definition of excessive absenteeism and a two-stage response to excessive absences.

The board has considered this educational research and used it to create the following policy on 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.

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

Discontinuing Enrollment – 5 Year Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request and to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any

student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

Attendance Officer

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

Expectations for Regular Attendance:

1. Students are expected to attend every class, every day.
2. The only "excused" absences shall be:
 - a.) absences when a licensed health care provider has confirmed in writing that, in his/her professional medical opinion and within his/her scope of practice, the student or a child whom the student is parenting is so physically or mentally ill that attendance of the student is impracticable or impossible;
 - b.) absences when the Nebraska State Patrol confirms in writing that weather conditions have made the roads impassable so that the student's attendance impracticable or impossible;
 - c.) student attendance at a school-sponsored activity;

- d.) student has been suspended or expelled from school by the school district; and
 - e.) absences required by law enforcement, child protective services or a court of competent jurisdiction, confirmed in writing to the school district.
3. All other absences, including absences for minor illnesses, family events, routine medical appointments are simply "absences."
 4. Upon return from every absence or partial-day absence, students must remain after school for 30 minutes to meet with teachers, work on missed assignments or simply to study. The location and supervision of the student will be determined by the building principal in consultation with the student's classroom teacher(s).
 5. Students must not be absent from any course more than seven days in any given quarter in order to earn academic credit for that course for that quarter. Students who lose credit in any given course due to absences may appeal that loss of credit to his/her building principal.

Attendance Incentives:

Building principals will establish attendance incentives for their students. Those may include:

- Special Recognition of students who have 95% or greater attendance each quarter
- Excusal from certain classroom assignments (final exam, written report) for students with 95% or greater attendance each semester
- Special rewards (movie day, field day, extra recess) for students who have 95% or greater attendance

At the conclusion of each quarter building principals report to the board what incentives were implemented and the effectiveness of the incentive in improving student attendance and engagement.

When students are absent from school, district staff will respond as follows:

First Stage Response to Absences

1. A member of district staff will contact parent via telephone for every absence if the parent has not contacted the school in advance.
2. After a student's third absence in any given quarter, the school's attendance officer will schedule a meeting with the student's parents or guardians. That meeting will be documented on the attached form.
 - a. This meeting must be attended by attendance officer, parents, social worker or principal, and the student (if appropriate)
 - b. The meeting shall be documented
 - c. The meeting shall develop a collaborative plan to assist the student in improving his/her attendance

3. Building principals must meet with teachers who have 10% of their students miss seven or more days of class in any given quarter to review strategies to increase student engagement. A consistent pattern of student absences from a teacher's classes may result in a formal remediation plan.
4. The superintendent must meet with the building principal if more than 10% of students miss seven or more days of class in any quarter to review strategies to improve the school building's climate. A consistent pattern of building-wide absenteeism may result in a formal remediation plan.

Second Stage Response to Absences

Students who accrue more than 20 absences in a school year may be referred to the county attorney for action under NEB. REV. STAT. § 43-247(3)(a) and (b).

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

Revised on: August 14, 2017

Acknowledgment of Receipt

I understand that consistent school attendance is required by state law. I also understand that student achievement is directly linked to excellent attendance. I have received the board of education's new policy on student attendance and have reviewed it.

Student
Name _____

Student
Signature _____

Date _____

Parent/Guardian
Name _____

Parent/Guardian
Signature _____

Date _____

5002 Admission of Students

Students shall be admitted to the school district who are:

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

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

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

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

Adopted on: July 13, 2009
Reviewed on: September 14, 2015
Reviewed on: March 13, 2016
Revised on: August 14, 2017

5002.1

Admission of Students Who Reside Out of the State of Nebraska

Students who reside in a state other than Nebraska must submit an application to enroll in the district at least three weeks prior to the beginning of the semester in which they wish to begin attending the district. Out of state students may not enroll mid-semester.

The administration will review each application and is authorized to admit out-of-state students whose academic history, disciplinary records, prior school community involvement and other relevant factors indicate that they will be successful in this school district. Those who have verified disabilities pursuant to the Individuals with Disabilities in Education Act or section 504 of the Rehabilitation Act will not be excluded from admission based solely on their disability. The administration may reject an out-of-state student when acceptance of the student:

- Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- Would require the procurement of new equipment, technology, or furnishings;
- Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

The administration's approval or disapproval of an out-of-state student's application is final.

Out-of-state students who are admitted pursuant to this policy must meet the requirements of board policy 5002 and must comply with each board policy, state statute and regulation that applies to their situation. Once admitted, they will be subject to the same disciplinary rules and procedures as resident students. Students must reapply for admission prior to each semester. Re-admission may be denied for students who are not academically and/or behaviorally successful. Once admitted, out-of-state

students' grade level placement will be determined in accordance with district policy.

Out-of-state students are not entitled to transportation or reimbursement for transportation.

Out-of-state students will be charged tuition of \$250 per semester by the district. Payment in full is due to the central office of the district on or before the first day of classes each semester. The tuition fee may be changed by the board of education prior to any semester with or without notice to the out-of-state student's family or resident school district.

Adopted on: October 12, 2015

Reviewed on: September 14, 2015

Reviewed on: March 13, 2016

Revised on: August 14, 2017

5003 Admission of Part-Time Students

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

Application for Enrollment. The parent or guardian of an exempt school student who is of appropriate age to attend school, resides in the school district, has not graduated from high school, and has not received a graduate equivalency diploma must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district no later than two weeks before the beginning of each semester. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian of an exempt school student must apply for enrollment each school year.

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

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

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

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

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

Extracurricular Sports and Activities. Students who are enrolled in a private, denominational or parochial school may not participate in extracurricular sports and activities sponsored by the public school district if they participate in extracurricular sports and activities offered by the private, denominational or parochial school. Exempt school students may participate in extracurricular sports and activities if they are enrolled in at least 10 credit hours per semester. Exempt school students who are not enrolled in at least 10-credit hours may not participate in extracurricular sports and activities. All part-time students must meet all other eligibility requirements set by the board, administration and coach/sponsor prior to participating in the sport or activity.

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

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

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation by virtue of their status as part-time students.

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

Adopted on: July 13, 2009
Reviewed on: May 12, 2014
Reviewed on: March 13, 2016
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5008
Pregnant or Parenting Students

Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

I. Accommodations Regarding Attendance and Participation

A. Generally

Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

1. The provision of online courses;
2. The arrangement of meeting times with teachers;
3. The identification of child care providers that meet statutory requirements for quality and care; and
4. All other curricular adjustments, modification, and means of supplementing classroom attendance deemed appropriate by the school administrators.

B. Students with Disabilities

For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

II. Accommodations Regarding Lactation and Breastfeeding

A. Accommodations

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.

2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which accommodates the student's needs while facilitating education to the maximum extent possible.
3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

B. Educational Process

In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

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5010
Immunizations

1. General Rule

- a. Each student wishing to enroll in the school district must be immunized as required by state law and the rules and regulations promulgated by the Nebraska Department of Health and Human Services in effect at the time of the student's enrollment.
- b. The district is not responsible for the cost of such immunizations.
- c. Any student who does not comply with this policy shall not be permitted to continue attending school.
- d. The building principal shall be responsible for maintaining immunization records for the students enrolled in his/her building and shall share that information with the school's threat assessment and crisis teams as appropriate.

2. Exceptions

- a. Provisional Enrollment.

Students who meet the statutory requirements for provisional enrollment shall be allowed to attend school for sixty days without the necessary immunizations.

- b. Immunization shall not be required if the student's parent or guardian submits one of the following to the superintendent of schools:
 - i. A statement signed by a medical professional stating that the required immunization would be injurious to the health and well-being of the student or any member of the student's household.
 - ii. An affidavit signed by the student or a legally authorized representative of the student, stating that the immunization conflicts with the student's sincerely held religious beliefs.

- c. Students who are excepted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease among the school population.

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5014 Homeless Students

1. **General Policy.** The school district will provide tuition free education for homeless children and youth who are in the district and accord them the educational rights and legal protections provided by state and federal law. Homeless children and youth shall not be stigmatized or segregated on the basis of their status as homeless and shall have access to the same services offered to other students. It is the intent of this policy to remove barriers to the enrollment and retention of homeless children and youth in the school district.

2. **Homeless Liaison.** The district's homeless liaison is the HTRS Principal. Students in homeless situations who require assistance should contact the liaison at 402-862-2151 or in person at 810 Central Ave, Humboldt, NE. The liaison's responsibilities include:
 - a. Ensuring homeless children and youth are identified through coordination with the Nebraska Department of Education, community groups, and other school personnel;
 - b. Receiving training regarding state and federal law governing homeless children and youth;
 - c. Ensuring homeless children and youth and their families are referred to appropriate health care, housing, and other relevant service providers and programs available in the community;
 - d. Assisting other District personnel to work with homeless children and youth and their families on regular attendance, participation in programs and activities of the District, and completing academic work to meet academic standards of the District;
 - e. Assisting homeless children and youth and working with other District employees to prepare for and improve college readiness, including assistance with applications, selection, financial aid, and status verification for purposes of the Free Application for Federal Student Aid; and
 - f. Carrying out other aspects of this policy.

3. **Definitions**
 - a. "Homeless children and youth" means individuals who lack a fixed, regular, and adequate nighttime residence and includes:

- i. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
 - ii. Children and youths who have a primary nighttime residence that is a public or private place not designated for or ordinarily used as a regular sleeping accommodation for human beings;
 - iii. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
 - iv. Migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).
 - b. The term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained by the act of Congress or by state law.
 - c. “Child” and “youth” refers to persons who, if they were children of residents of the District, would be entitled to a free education.
 - d. The term "unaccompanied youth" shall mean a homeless child or youth not in the physical custody of a parent or guardian.
 - e. “School of origin” means the school that the child or youth attended when permanently housed, or the school in which the child or youth was last enrolled.
- 4. School Stability and Enrollment.** Generally, the District presumes that keeping a homeless child or youth in their school of origin is in the child’s best interest unless it is contrary to a request of the child’s parent, guardian, or in the case of an unaccompanied youth, the youth. The District will also consider factors including, but not limited to: the impact of mobility on achievement, education, health, and safety of the child.
- 5. Strategies to Address Enrollment Delays.** In order to address enrollment delays resulting from homelessness, the district shall

immediately enroll homeless students even if they are unable to produce records normally required for enrollment such as immunization and medical records, residency documents, birth certificates, school records, or other documentation, or guardianship documents. The school district shall immediately contact the school last attended by the student to obtain academic and other records. The school district's homeless liaison shall assist in obtaining necessary immunizations, or immunization or medical records.

6. **Transportation.** Transportation shall be provided to homeless students to the extent required by law and comparable to that provided to students who are not homeless. At the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), transportation shall be provided to and from the school of origin as follows:
 - a. If the homeless child or youth continues to live in the area served by the school district, the child's or youth's transportation to and from the school of origin shall be provided or arranged by the school district.
 - b. If the homeless child's or youth's living arrangements in the area served by the school district terminate and the child or youth, though continuing his or her education in the school district, begins living in an area served by another school district, the school district and the new school district in which the homeless child or youth is living shall negotiate to agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school district. If the districts are unable to agree, the responsibility and cost for transportation shall be shared equally.
7. **Records.** The District will maintain and respond to requests for enrollment records for homeless children or youth consistent with its record policies and state and federal record laws. Any information about a homeless child's or youth's living situation shall be treated as a confidential education record and shall not be deemed directory information.
8. **Dispute Process.** If a dispute arises over school selection or enrollment in a school:
 - a. The child or youth shall be admitted immediately to the school in which enrollment is sought, pending resolution of the dispute;

- b. The child, youth, parent, or guardian shall be referred to the district's homeless liaison who shall carry out the dispute resolution process within (30) calendar days after receiving notice of the dispute;
- c. The parent or guardian of the child or youth or, in the case of an unaccompanied youth, the youth, shall be provided with a written explanation of the school's decision regarding school selection or enrollment, including the rights of the parent, guardian, or unaccompanied youth to appeal the decision within (30) thirty calendar days of the time such complaint or dispute is brought.
- d. In the case of an unaccompanied youth, the homeless liaison shall ensure that the youth is immediately enrolled in the school in which enrollment is sought pending resolution of the dispute.

9. Appeal Process

- a. **Nebraska Department of Education.** If the Complainant is not satisfied with the written decision of the District after the dispute resolution process, the Complainant may appeal the decision of the District to the Commissioner of the Nebraska Department of Education within (30) thirty calendar days of receipt of the decision from the District, pursuant to Nebraska Department of Education Rule 19.
- b. **State Board of Education.** If the Complainant is not satisfied with the decision of the Commissioner, the Complainant may file a Petition with the State Board of Education within (30) thirty calendar days of the receipt of the decision of the Commissioner pursuant to Nebraska Department of Education Rule 19.

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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.

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: July 13, 2009

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5017 Routine Directory Information

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

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

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

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless a student's parents have notified the district that they do not want this information disclosed without their prior written consent

The district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given to opportunity to prevent the release of this directory information by filing a written objection with the district.

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NOTICE OF PARENTAL RIGHTS

The Family Education Rights and Privacy Act (FERPA) provides parents and guardians certain rights with respect to their student's education records. These rights include the right to inspect and review the student's education records within 45 days of the day the school receives a request for access; and the right to request the amendment of the student's education records that you believe to be inaccurate.

If you believe one of your student's records is inaccurate, you should write the school principal, clearly identify the part of the record you want changed, and specify why it is inaccurate. If the school decides not to amend the record as requested, it will notify you of the decision and advise you of your right to a hearing regarding the request for amendment.

FERPA and the Nebraska Public Records Law authorize school districts to make "directory information" available for review at the request of non-school individuals. These laws also give parents and guardians a voice in the decision-making process regarding the disclosure of directory information regarding their children.

Directory information is information contained in a student's education record that would not generally be considered harmful or an invasion of privacy if it were disclosed. For example, an athletic program that lists the names of team members and their heights and/or weights and an academic program that lists the names of students receiving academic awards both contain directory information. So do other school district publications and the district's web site. Directory information includes the following information about a student:

- Name and grade
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet

- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user.

Directory information about your student(s) can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that market or manufacture class rings, sell student photographs or publish student yearbooks.

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless parents have notified the school district that they do not want this information disclosed without prior written parental consent.

You have two options:

If you *DO NOT OBJECT* to the disclosure of directory information about your student, you do not need to do anything.

If you *OBJECT* to the disclosure of any directory information about your student, you should write a letter to the principal at the building where your student(s) attend(s) school. This letter should specify the particular categories of directory information that you do not wish to have released about your child or the particular types of outside organizations to which you do not wish directory information to be released. This letter must be received by the school district no later than _____.

Non-directory Information. Please be aware that all of the other personally identifiable information about your student(s) that is contained in this school district's education records will generally not be disclosed to anyone outside the school system except: (1) in accordance with the provisions of FERPA and regulations, (2) in accordance with state statutes and regulations, or (3) in accordance with your written instructions.

Internal Use of Information. Whatever choice you make, the school district will be able to use this directory information for internal school purposes and to share it with other education institutions in accordance with law.

Transfer of Records Upon Student Enrollment. Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll. The school is not obligated to inform you when it makes a disclosure under this provision.

Complaints. You have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

**Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605**

5018

Parent and Guardian Involvement In Education Practices

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

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

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

The District cannot approve requests to opt out of state assessments. Approval of such requests is contrary to state law.
 - c. National Assessment of Educational Progress

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

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

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

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

Adopted on: July 13, 2009

Reviewed on: May 12, 2014

Reviewed on: March 13, 2016

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5021
Intentionally Left Blank

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

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

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

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

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

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

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

School Related Criminal Activity

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

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

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

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

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

If at any time the district's representative believes that the questioning is being conducted in an inappropriate manner and clearly contrary to the rights of the student, then the representative shall request that the law enforcement activities cease. The building principal will also make another attempt to contact the student's parent.

The building principal shall document steps taken to notify parents, summarize the law enforcement activities, identify the actions taken by the

District on behalf of the student, and any further contacts with law enforcement officer.

Non-School Related Criminal Activity

Law enforcement officials may not question students at school.

Taking a Student into Custody

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

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

Child Abuse and Neglect

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

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

understands and will comply with the legal requirements of NEB. REV. STAT. § 79-294.

Student Records

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

Adopted on: July 13, 2009

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5030
Dating Violence

Dating violence, as that term is defined by Nebraska law, will not be tolerated by the school district. Students who engage in dating violence on school grounds, in a school vehicle or at a school activity or that otherwise violates the Nebraska Student Discipline Act will receive consequences consistent with the Act and the district's student discipline policies.

The school district shall provide dating violence training to staff deemed appropriate by the administration and in accordance with Nebraska law.

A copy of this policy shall be included in the student handbook.

Adopted on: November 14, 2011
Reviewed on: June 9, 2014
Reviewed on: March 14, 2016
Revised on: August 14, 2017

5052
School Wellness Policy

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

1. Goals for Nutrition Education

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

2. Goals for Physical Activity

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.
- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

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

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

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

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
 - i. USDA National School Lunch and School Breakfast nutrition standards,
 - ii. USDA Smart Snacks in School nutrition standards.

- b. The district will offer students a variety of age-appropriate, healthy food and beverage selection with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

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

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

6. Food and Beverage Marketing

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

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

7. Public Participation

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

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

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

9. Triennial Assessment

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

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

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

10. Public Notice

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

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

11. Recordkeeping

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

12. Operational Responsibility

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

*These strategies include, but are not necessarily limited to those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated

9/2016 to reflect the USDA Final Rule) found at
https://www.healthiergeneration.org/asset/wtqdw/14-6372_ModelWellnessPolicy.doc

Adopted on: July 13, 2009
Reviewed on: June 9, 2014
Revised on: March 14, 2016
Revised on: August 14, 2017

5054 Student Bullying

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior. Without limiting any definition of bullying under any state or federal law or regulation, bullying behavior, as used herein, refers to the use of physical force or verbal, nonverbal, written, and electronic communication (including but not limited to instant messaging, text messaging, e-mailing, and using websites) to threaten, intimidate, ridicule, humiliate, or harass any person.

Disciplinary Consequences. The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

Bullying Prevention and Education. Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship.

Policy Review. The school district shall review this policy annually.

Adopted on: July 13, 2009
Reviewed on: June 9, 2014
Reviewed on: March 14, 2016
Revised on: August 14, 2017

5060
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5063 Audio and Video Recording

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

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

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

Prohibited Recordings by Students. Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. For example, students making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, but students are still subject to the district's appropriate use and student discipline policies.

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

- (1) For their convenience after providing notice to the classroom

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

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

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

Adopted on: July 11, 2016

Revised on: August 14, 2017

Reviewed on: _____

5067

Student Assistance Team Process

Pursuant to the Rules of the Nebraska Department of Education, the school district uses general education student assistance teams (SATs). SATs consider and create problem-solving and intervention strategies to assist classroom teachers to meet the needs of students who may be struggling in the general curriculum or who are struggling to comply with the student code of conduct or to meet acceptable behavioral and social norms.

All teaching staff must:

- 1) Support the SAT process by appropriately referring students who may benefit from the SAT process; and
- 2) Faithfully and consistently implementing the intervention strategies recommended by the SAT.

The failure to support the SAT process is a serious matter and may constitute just cause for terminating or canceling a teacher's employment.

Adopted on: August 14, 2017

Reviewed on: _____

Reviewed on: _____

6020
Multicultural Education

In every curriculum area and at all grades, the school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize the rich diversity of the population of the United States.

The programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations. The superintendent shall provide the board with a report on the status of the district's multicultural education program annually.

Adopted on: August 10, 2009

Reviewed on: July 14, 2014

Reviewed on: March 14, 2016

Revised on: August 14, 2017

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6035
Athletic Contest Participation by Sixth Graders

If there are fewer than 12 boys or 12 girls in the combined enrollment of the seventh and eighth grades when those grades are part of the elementary school system, sixth grade students may participate in athletic contests between schools, within a school system, or between school systems if the school administration judges that it is appropriate after taking into consideration the competition's nature and value to the students, its physical requirements and dangers, and the sixth grade students' ages, physical and mental abilities, maturity, skills, and preparation for the competition. Otherwise, pupils in kindergarten through the sixth grade may not participate in any kinds of athletic contests between schools, within a school system, or between school systems except as provided in this policy or as otherwise allowed by law. This prohibition does not apply to annual field or play days.

Adopted on: August 14, 2017

Revised on: _____

Reviewed on: _____

HTRS PUBLIC SCHOOLS

TEACHER EVALUATION POLICIES AND REGULATIONS

Evaluator Training: The district shall provide “evaluation” training for employees of the District who are charged with the responsibility of evaluation of subordinate employees. Such training shall be provided by means of workshops, seminars, or other opportunities sponsored or designated by the District.

Number of Formal Classroom Observation for Certified Probationary Employees and Tenured Teachers on a Plan for Improvement: For certified probationary employees and those tenured teachers and educational specialists who are working on Plans for Improvement, the evaluation process will include at least one formal observation each semester for a full instructional period as defined in this policy.

Number of Formal Classroom Observations for Tenured Teachers and Educational Specialists in Good Standing: For tenured teachers and educational specialists who are in good standing, the evaluation process will include at least one formal classroom observation for a full instructional period within a three year cycle.

Policy Adopted: August 14, 2017

EVALUATION TERMS

Clinical Supervision Cycle: A on year cycle for probationary and Level II certificated teachers that includes the use of two formal observations with pre- and post- conferences, informal/walk-through observations, individual professional development plans, and if needed a plan for improvement.

Individual Professional Development Plan (IPD): A professional development Plan of action will be prepared by each teacher and educational specialist with the input and approval of the evaluator.

Plan for Improvement: A plan that describes a teacher’s or education specialist’s deficiencies, means to correct deficiencies, suggestions and timelines for implementing improvement behaviors.

Professional Growth Cycle: A three year cycle for tenured Level I teachers and educational specialists, which includes one formal observation and the creation of annual Professional Growth Plans.

Formal Observation Phase: A year in the Professional Growth cycle in which tenured Level I teachers and education specialists receive at least one formal observation consisting of pre-observation communication, lesson analysis, and prescriptive post conference. Individual professional development plans are also developed during the formal observation phase. Evaluators also conduct informal/walk-through observations during this phase.

Professional Growth Phase: Non-observation years during the Professional Growth Cycle in which tenured Level I teachers and educational specialists prepare annual professional development plans to improve professional practice. Evaluators also conduct informal/walk-through observations during this phase.

Level of Performances: Teachers and educational specialists will be placed at one of three levels of performance on the employee's summative evaluation document based on the *Marzano Causal Evaluation Model System*.

Summative Evaluation: Final evaluation that is completed and the end of each school year.

Level I: A level of placement for tenured teachers who are meeting district standards as measured by the *Marzano Causal Evaluation Model System*.

Level II: A level of placement for tenured teachers who are **not** meeting district standards as measured by the *Marzano Causal Evaluation Model System*.

Explanation of Evaluation System

HUMBOLDT TABLE ROCK STEINAUER SCHOOLS TEACHER/STAFF EVALUATION SYSTEM

Evaluation Rules and Regulations for Probationary and Tenured Level I Teachers and Educational Specialists

All probationary and tenured Level II teachers and educational specialists will be evaluated using the following clinical supervision cycle.

Clinical Supervision Cycle

Formal Observation: A minimum of two formal observations will be conducted annually for each probationary or tenured Level II teacher or educational specialist. A formal observation is conducted for an entire instructional period resulting in a written or electronic record and including pre- and post-observation communication. (For elementary teachers, an instructional period shall consist of at least 30 consecutive minutes). Evaluators may initiate additional formal observations at their discretion. The teacher or educational specialist shall sign the evaluation document as acknowledgement of receipt of the evaluator's report. The signature does not necessarily indicate agreement with the finding in the evaluation report. All formal observations and post observation conferences must be completed by March 15th.

Informal/Walkthrough Observations: The evaluator will conduct unannounced observations or visitations for any length of time, which may or may not be followed with a written or electronic record and/or conference.

Individual Professional Development (IPD) Plan: Teachers and educational specialists will develop an IPD Plan that includes goals and plans of action for professional growth. The teachers and educational specialists will meet with their evaluator to discuss and finalize the plan before September 30th of each school year. Teachers and educational specialists and evaluator will conference with their evaluator at least one time during the school year (preferably mid-school year) to discuss the plan, assess progress toward achievement, and if needed, revise tasks listed in the plan. A final assessment of the IPD Plan will be held during the summative evaluation conference, in which the evaluator and the teacher or education specialist will assess progress toward achievement of the IPD plan.

Plan for Improvement: If an evaluator determines a teacher or educational specialist is in need of intensive assistance to improve instructional and or professional responsibilities, then the evaluator will meet with the teacher or educational specialist to discuss noted areas of deficiencies and suggestions for correcting the deficiencies. The teacher or educational specialist will develop a Plan for Improvement that lists and

describes methods/actions for correcting identified deficiencies. Then the evaluator and the teacher or educational specialist will meet to revise, finalize and approve a Plan for improvement. The Plan will include an adequate timeline with designated dates for review and completion of actions/tasks listed in the Plan for Improvement.

Summative Evaluation: An annual summative evaluation conference with documentation will be completed for each probationary and tenured Level II teacher and educational specialist on or before April 15th of each school year. At the summative conference, the evaluator and teacher or educational specialist will identify areas of strength and areas for improvement. The teacher or educational specialist shall sign the evaluation document as acknowledgement of receipt of the evaluator's report. The signature does not necessarily indicate agreement with the finding in the evaluation report.

Teachers completing their probationary status will be notified at the summative conference of their level placement (i.e., Level I, Level II or Level III) for the following year. All teachers and educational specialists will follow the procedures for the level at which they are placed.

Written Response: Teachers and educational specialists may submit a written response to any formative or summative evaluation document, observation report or any other written or electronic report, which has become part of the evaluation file. Such responses shall be filed within 7 calendar days of the receipt of the original evaluation document. The written response will be attached to the original evaluation document and placed in the teacher's or educational specialist's employment file.

Evaluation Rules and regulations for Tenured Teachers and Educational Specialists

Professional Growth Cycle

LEVEL I

All tenured Level I teachers and educational specialists shall participate in the Professional Growth cycle. The Professional Growth cycle consists of a three-year time period in which all teachers and educational specialists are required to be observed formally at least one time and participate in annual professional growth activities.

Formal Observation: A minimum of one formal observation is required during the Professional Growth Cycle. Evaluators may conduct additional formal observations at their discretion. A formal observation is conducted for an entire instructional period resulting in a written or electronic record and including pre-and post-observation communication. (For elementary teachers, an instructional period shall consist of at least 30 consecutive minutes.) The evaluator will discuss and provide a written or electronic record of identified strengths and areas needing improvement during a post conference that will be held within two weeks of the formal observation. The teacher or educational specialist shall sign the evaluation document as acknowledgement of receipt of the evaluator's report. The signature does not necessarily indicate agreement with the findings in the evaluation report. All formal observations must be completed by March 15th.

Individual Professional Development (IPD) Plan: Teachers and educational specialists will create IPD Plans that include goals and plans of action for professional growth. The teachers and educational specialists will meet with their evaluator to discuss and finalize the plan on or before September 30th of each school year. Teachers and educational specialists and their evaluator will conference at least one additional time during the school year (preferably mid school year) to discuss the plan, assess progress toward achievement, and if needed, revise tasks listed in the plan. A final assessment of the IPD Plan will be held during the summative evaluation conference, in which the evaluator and the teacher or educational specialist will assess progress toward achievement of the IPD Plan.

Summative Evaluation: An annual summative evaluation conference and a document of record will be completed for all tenured Level I teachers and educational specialist by the end of each contract year. The teacher or educational specialist shall sign the evaluation document as acknowledgement of receipt of the evaluator's report. The signature does not necessarily indicate agreement with the findings in the evaluation report.

PROFESSIONAL GROWTH CYCLE FOR TENURED LEVEL I TEACHERS (3 Year Cycle)

FORMAL OBSERVATION PHASE (1 Year)	PROFESSIONAL DEVELOPMENT PHASE (2 Years)
<ul style="list-style-type: none"> • Individual Professional Development Plan (IPD) set at the beginning of the school year based on teacher's self-reflection of areas for improvement and evaluator's input. • Formal classroom observation based on districts instructional framework (minimum of one for a full instructional period); multiple informal and walk-through observations. • Provide a list of strengths and deficiencies with suggestions for corrections at time of observation (if applicable). • Mid-year conference to review Individual Professional Development Plan. • If performance warrants, move to Level II and Clinical Supervision Cycle. (Plan for Improvement must be created). • If performance warrants, move to Level III. (Resignation is submitted or Due Process Proceedings are begun.) • End-Year Summative Evaluation and conference: Ratings on the <i>Marzano Causal Evaluation Model System</i>. (Guides Level I, Level II, or Level III designation.) Continue Professional Growth Cycle or move to Clinical Supervision Cycle if performance warrants. Discuss possible topic for Professional Development Goal for upcoming year. Complete and sign summative evaluation document. 	<ul style="list-style-type: none"> • Individual Professional Development Plan (IPD) set at the beginning of the school year based on teacher's self-reflection of areas for improvement and evaluator's input. • Informal/walk-through classroom observations based on district's instructional framework (length determined by evaluator). Feedback from evaluator. • Provide list of strengths and deficiencies with suggestions for correction at time of observations (if applicable) • Mid-year conference to review Individual Professional Development Plan. • If performance warrants, move to Clinical Supervision Cycle (Plan for improvement must be created.) • End-Year Summative Evaluation and conference: Ratings on the <i>Marzano Causal Evaluation Model System</i>. (Guides Level I, Level II, or Level III designation.) Continue Professional Growth Cycle or move to Clinical Supervision Cycle if performance warrants. Discuss possible topic for Professional Development Goal for upcoming year. Complete and sign summative evaluation document.

LEVEL II

When an evaluator determines the overall instructional or professional performance of the teacher or educational specialist is deficient in meeting District standards, placement at Level II will be initiated.

Notification of Level II Placement: Before a teacher or educational specialist is placed on Level II, the evaluator must meet with the administration to review all evaluation information. If the Superintendent agrees, the teacher or educational specialist should be placed on Level II, the evaluator will notify the teacher or educational specialist of Level II placement in person and with a written document no later than the summative conference. Notification of Level II placement may occur at any time during the school year.

Plan for Improvement: The teacher or educational specialist and the evaluator will discuss noted areas of deficiencies and suggestions for correcting the deficiencies. The teacher or educational specialist will develop a Plan for Improvement that lists and describes methods and/or actions for correcting identified deficiencies. Then the teacher or educational specialist and evaluator will meet to revise, finalize and approve a Plan for Improvement. The Plan will include an adequate timeline with designated dates for review and completion of the Plan of Improvement.

Number of Formal Observations: When a teacher or educational specialist is placed at Level II for an entire school year, the evaluator will conduct a minimum of two formal observations as described in the Clinical Supervision Cycle. However, if the teacher or educational specialist is placed on Level II with less than a semester of the school year remaining, the evaluator may determine the number of formal observations that he or she is able to effectively complete before the end of the school year.

Summative Evaluation: An annual summative evaluation conference with documentation will be completed for each tenured Level II teacher or educational specialist by on or before April 15th. The evaluator will base summative evaluation ratings on observations, anecdotal records, informal/walk-through observations, conferences, individual professional development plans, and/or plan for improvement.

During the summative conference, the evaluator and teacher or educational specialist will review identified areas of strengths, deficiencies, and/or improvement. The evaluator will notify the tenured Level II teachers or educational specialist whether he/she will be placed at Level I or will remain at Level II for the upcoming school year. If the evaluator believes the teacher or educational specialist has not made adequate progress during his/her time on Level II, the evaluator will notify the teacher or educational specialist of his or her placement on Level III.

The teacher or educational specialist shall acknowledge receipt of the evaluator's report by signing the summative evaluation documents. The signature does not necessarily indicate agreement with the findings in the evaluation report.

**HUMBOLDT TABLE ROCK STEINAUER SCHOOLS
SUMMARY OF TEACHER/EDUCATIONAL SPECIALIST EVALUATION PROCEDURES**

CLINICAL SUPERVISION CYCLE FOR PROBATIONARY AND TENURED LEVEL II TEACHERS

Semester 1 Activities	Semester 2 Activities
<ul style="list-style-type: none"> • Individual Professional Development Plan (IPD) set at the beginning of the school year based on teacher's self-reflection of areas for improvement. • Formal classroom observation based on district's instructional framework (minimum of one for a full instructional period); multiple informal and walk-through observations. • Provide list of strengths and deficiencies as well as suggestions for improvement at time of post-observation. • First semester formative evaluation conference. • Review of IPD Plan 	<ul style="list-style-type: none"> • Formal classroom observation based on district's instructional framework (minimum of one for a full instructional period); multiple informal and walk-through observations. • Provide list of strengths and deficiencies as well as suggestions for improvement at post-observation conference. • Second semester summative evaluation with documentation. • Review of IPD Plan • Complete summative evaluation document • Plan for Improvement (plan of assistance-if applicable) • Discuss possible topic for Professional Development Goal for upcoming year during summative conference. • Complete and sign summative evaluation document

ITEM 4 | **NATURE AND EXTENT OF YOUR INTEREST IN THE CONTRACT AND AMOUNT OF CONTRACT (Use ITEM 5, CONTINUATION, if necessary)**

ITEM 5 | **CONTINUATION**

(Signature)

(Date)

General Information - Filing Requirements

I. Who Must File:

A local officer with an interest in a contract to which his or her governing body or anyone for its benefit is a party must disclose the interest on the record of the body responsible for approving the contract, or in writing by filing this form.

II When to File:

An officer must declare his or her interest in a contract and the nature and extent of the interest **prior** to official consideration of the contract. The information concerning the contract listed in ITEM 3 of this form must be provided to the person in charge of keeping records of the governing body within 10 days after the contract is signed by both parties.

III. Where to File:

File with the person charged with keeping records for the governing body involved in the contract. For example, members of a County Board of Commissioners file with the County Clerk.

Disclosure of Potential Conflict of Interest by State Executive Branch Officials, Employees, and Others required to file Statements of Financial Interest. If you are disclosing a potential conflict of interest under section 49-1499 of the Accountability Act, use NADC Form C-2, Potential Conflict of Interest Statement.

Disclosure of the Employment of Immediate Family Members. If you are disclosing the employment of an immediate family member, use NADC Form C-4, Employment of Immediate Family Members Disclosure Statement.

Officer means a member of the board of directors of a natural resources district, a member of any board or commission of any county, school district, city or village which spends and administers its own funds, who is dealing with a contract made by such board or commission, and any elected county, school district, educational service unit, city, or village official, and a member of any board of directors or trustees of a district hospital as provided by the Nebraska Local Hospital District Act or a county hospital as provided by sections 23-343 to 23-343.19. Officer shall **not** mean volunteer firefighters or ambulance drivers with respect to their duties as firefighters or ambulance drivers.

Governing Body means the board of directors of a natural resources district, the board of supervisors or the board of commissioners of any county, a school district board, the board of an educational service unit, the city council of a city, the village board of a village, the board of directors or trustees of a district hospital as provided by the Nebraska Local Hospital District Act, sections 23-343.20 to 23-343.47, or a county hospital as provided by sections 23-343 to 23-343.19, or any board or commission of any county, school district, city or village which spends and administers its own funds.

An officer has an **interest** in a contract when the officer or his or her spouse, parent, or child: (a) has a business association as defined in sections 49-1408 and 49-14,103.01(5) with the business involved in the contract, or (b) will receive a direct pecuniary fee or commission as a result of the contract. An officer interested in a contract with his or her governing body may not: (1) vote on the matter of granting the contract, or (2) act for the governing body as to inspection or performance under the contract.

An **open account** established for the benefit of any governing body with a business in which an officer has an interest is considered a contract subject to disclosure requirements.

For purposes of contractual interest conflicts, as covered by section 49-14,103.01, ownership of less than five percent of the outstanding shares of a corporation shall not constitute an interest subject to disclosure.

Receiving deposits, cashing checks, and buying and selling warrants and bonds of indebtedness of a governing body by a financial institution is **not** considered a contract.

Any governing body as defined below may prohibit officers from having an interest in contracts over a specific dollar amount. A governing body may also exempt from disclosure requirements contracts for one hundred dollars or less in which an officer of the body has an interest.

Definitions

Business means any corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint stock company, receivership, trust, activity or entity.

Business with which you are associated means a business: (1) in which you are a partner, director or officer; or (2) in which you or a member of your immediate family is a stockholder of closed corporation stock worth \$1,000 or more at fair market value or which represents more than a 5 percent equity interest, or is a stockholder of publicly traded stock worth \$10,000 or more at fair market value or which represents more than a 10 percent equity interest.

For purposes of contractual interest conflicts, as covered by section 49-14,103.01, ownership of less than five percent of the outstanding shares of a corporation shall not constitute an interest subject to disclosure.

Statutory Authority: Section 49-14,103.01 R.S. Supp., 1987, and sections 49-14,103.02 to 49-14,103.07 R.S. Supp., 1986.

<p style="text-align: center;">NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION 11th Floor, State Capitol P.O. Box 95086 Lincoln, NE 68509 (402) 471-2522</p>	<h2 style="margin: 0;">EMPLOYMENT OF IMMEDIATE FAMILY MEMBERS DISCLOSURE STATEMENT</h2> <p style="margin: 20px 0 0 0;">NADC FORM C-4</p>	POSTMARK DATE	
		MICROFILM NUMBER	
BEFORE COMPLETING THIS FORM READ THE FILING REQUIREMENTS ON PAGE 3		OFFICE USE ONLY	

- Local public officials and employees employing, recommending employment, or supervising the employment of an immediate family member must disclose the employment either in writing or on the record to the governing body employing the immediate family member. **This form should not be used by state officials or employees.**
- File this form or other written disclosure with the person in charge of keeping records for the governing body employing the immediate family member.
- Persons who fail to disclose the employment of immediate family members or who otherwise do not comply with the law are subject to penalties.

ITEM 1	NAME, ADDRESS AND TELEPHONE NUMBER OF PUBLIC OFFICIAL OR PUBLIC EMPLOYEE
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Name	_____ <small style="display: inline-block; width: 100%; text-align: center;">Last First Middle</small>	Telephone No.	_____
Address	_____ <small style="display: inline-block; width: 100%; text-align: center;">STREET ADDRESS OR RURAL ROUTE City STATE ZIP CODE</small>		

ITEM 2	OFFICE OR POSITION, ADDRESS, TELEPHONE, TERM OF OFFICE
---------------	---

Office or Position:	_____	Term:	_____
Identify City, County or District:	_____		
Address:	_____	Telephone	_____

ITEM 3	MEMBER OF YOUR IMMEDIATE FAMILY WHOM YOU INTEND TO EMPLOY, RECOMMEND FOR EMPLOYMENT, OR SUPERVISE (Use ITEM 5 CONTINUATION, if necessary)
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A. Name	_____	Relationship	_____
Position	_____	Employer	_____ <small>(IDENTIFY CITY, COUNTY, OR DISTRICT)</small>
B. Name	_____	Relationship	_____
Position	_____	Employer	_____ <small>(IDENTIFY CITY, COUNTY OR DISTRICT)</small>
C. Name	_____	Relationship	_____
Position	_____	Employer	_____ <small>(IDENTIFY CITY, COUNTY OR DISTRICT)</small>

ITEM 4 | FOR NEWLY ELECTED OR APPOINTED PUBLIC OFFICIALS AND EMPLOYEES

List members of your immediate family who were employed before your election or appointment and who are now employed or supervised by you.

A. Name _____ Relationship _____
Position _____ Employer _____
(IDENTIFY CITY, COUNTY OR DISTRICT)
Date Hired _____

B. Name _____ Relationship _____
Position _____ Employer _____
(IDENTIFY CITY, COUNTY OR DISTRICT)
Date Hired _____

(Use ITEM 5, CONTINUATION, if necessary)

ITEM 5 | CONTINUATION

(Signature)

(Date)

General Information - Filing Requirements

A public official or public employee of a political subdivision may employ, recommend the employment of, or supervise the employment of an immediate family member if:

- 1) he or she does not abuse his or her official position; and
- 2) makes a written disclosure with the person in charge of keeping records for the governing body or a disclosure on the record to the governing body; and
- 3) he or she has first made a reasonable solicitation and consideration of applications for such employment:

NOTE: Examples of abuse of one's position could include, but are not limited to, (1) providing an unreasonably high salary, (2) not requiring the employee to actually perform the duties of his or her position, (3) terminating another employee to make a position available for an immediate family member, (4) hiring an immediate family member who is not qualified to hold the position.

I. Who Must File:

- A. Public officials and employees of political subdivisions employing, recommending employment, or supervising the employment of an immediate family member must make a disclosure to the person in charge of keeping records for the governing body of the entity. Where applicable the disclosure may be made on the record to the governing body of the entity in lieu of a written disclosure.
- B. Public officials and employees who currently employ or supervise an immediate family member(s) employed prior to the election or appointment of the public official or public employee.

II. When to File:

- A. Public officials and employees must file prior to employing, recommending employment, or supervising the employment of an immediate family member.

Governing body means the village board of a village, the city council of a city, the board of commissioners or board of supervisors of a county, the board of directors of a public power district, or any body with the ultimate power to determine the entity's policies and control its activities.

- B. Newly elected or appointed public officials or employees shall file prior to or as soon as reasonably possible after the official date of taking office.

III. Where to File:

This form or other written disclosure should be filed with the person in charge of keeping records for the governing body of the entity served. (i.e., officials and employees of public power districts file with the district office; county officials and employees file with the county clerk; city or village officials or employees file with the city or village clerk; officials and employees of natural resource districts file with the office of the district manager; school district officials and employees file with the district superintendent or secretary of the school board. **Disclosure need not be made to the Nebraska Accountability and Disclosure Commission.**

Disclosure of Contractual Interests by Local Officers. If you are disclosing an interest in a contract to which a local governing body on which you serve is a party, use NADC Form C-3, Contractual Interest Statement.

Disclosure of Potential Conflict of Interest by Officials, Employees, and Others Required to file Statements of Financial Interests. If you are disclosing a potential conflict of interest use NADC Form C-2, or NADC Form C-2A Potential Conflict of Interest Statement.

NOTE: This form should not be used by State officials or State employees. See §49-1499.07 of the Nebraska Revised Statutes or contact the Commission.

Definitions

Immediate Family Member means a child residing in an individual's household, a spouse of an individual, or an individual claimed by the public official or employee or his or her spouse as a dependent for federal income tax purposes.

Statutory Authority: Section 49-1499.04 Revised Statutes of Nebraska.

**PARENT OBJECTION TO
PHYSICAL EXAMINATION OR VISUAL EVALUATION**

I, _____ (parent or guardian name), am the parent or guardian of _____ (student name) who is enrolling in the beginner grade or seventh grade in HTRS Public Schools, or who is transferring from out of state into any grade in HTRS Public Schools:

I understand that state law requires that the school be provided with evidence of: (1) a physical examination, and (2) a visual evaluation. The physical examination and visual evaluation is required to be completed within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. No such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing.

I hereby object in writing to the (check one or both):

- physical examination
- visual evaluation

for the above named child. I will not hold HTRS Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain a physical examination or visual evaluation for the above named child.

Dated this ____ day of _____, 20____.

Parent or Guardian

NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION 11 th Floor, State Capitol P.O. Box 95086 Lincoln, NE 68509 (402) 471-2522	POTENTIAL CONFLICT OF INTEREST STATEMENT	POSTMARK DATE	
		MICROFILM NUMBER	
BEFORE COMPLETING THIS FORM READ THE FILING REQUIREMENTS ON PAGE 3		OFFICE USE ONLY	
NADC FORM C-2A (Village, City, School Officials Except Omaha and Lincoln Officials)			

- An official of a village or city holding elective office or an official of a school district holding elective office must file this form if he or she has a potential conflict of interest.
- **Officials of the cities of Lincoln and Omaha** holding elective office with a potential conflict of interest **should not use this form.** Use Form C-2.
- This form should be filed with the person who normally keeps records for the school district, city or village. **There is no requirement to file this form with the Nebraska Accountability and Disclosure Commission.**
- Persons who fail to disclose a potential conflict of interest or who otherwise do not comply with the law are subject to penalties.

ITEM 1	NAME, ADDRESS AND TELEPHONE NUMBER
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Name _____ Telephone No. _____
Last First Middle

Address _____
STREET ADDRESS OR RURAL ROUTE City STATE ZIP CODE

ITEM 2	TITLE, AGENCY (City, Village, School), ADDRESS AND PHONE
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Your Title _____ Agency _____

Agency Address _____

Agency Phone _____

ITEM 3	DESCRIBE POTENTIAL CONFLICT OF INTEREST IN DETAIL (Use Item 6 Continuation, if necessary)
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Date action is to be taken or decision is to be made: _____

Description of Potential Conflict:

ITEM 4 PERSONS WHO MAY RECEIVE FINANCIAL BENEFIT OR DETRIMENT

You
 Member of your Immediate Family: _____
NAME

Business With Which You
 Are Associated (See Definitions) _____
NAME OF BUSINESS

ITEM 5 NATURE OF FINANCIAL BENEFIT OR DETRIMENT

ITEM 6 CONTINUATION

(SIGNATURE)

(DATE)

General Information - Filing Requirements

I. What is a Potential Conflict of Interest? - A public official has a potential conflict of interest if he or she is faced with taking an official action or making an official decision which may result in a financial benefit or a financial detriment to the public official; a member of his or her immediate family; or a business with which he or she is associated. The financial effect of the action or decision must be distinguishable from the financial effect on the general public or a broad segment of it.

II. Who Must File:

- A. An official of a city or village holding elective office who has a potential conflict of interest. An official of the cities of Lincoln or Omaha holding elective office who has a potential conflict of interest should not file this form, but instead should use Form C-2.
- B. An official of a school district holding elective office who has a potential conflict of interest.
- C. An elective office is a public office normally filled by an election. A person appointed to fill a vacancy in a public office normally filled by election holds an elective office.

III. When and Where to File:

- A. This form should be filed as soon as the person holding elective office is aware that he or she may have a potential conflict of interest and prior to the time that the action is to be taken or the decision made.

- B. This form should be filed with the person who normally keeps records for the governing body of the official holding elective office. For example, the person who keeps records for a city or village may be the city clerk or village clerk. **This form does not need to be filed with the Commission.**
- C. The person filing the form should abstain from participating in or voting on the matter in which he or she has a potential conflict of interest. However, if the person wants an opinion from the Commission as to whether he or she has an actual conflict of interest requiring abstention or non-participation, he or she may send a copy of the form to the Commission along with request for an opinion.

Disclosure of Contractual Interests by Local Officers. If you are a local elected official disclosing an interest in a contract or an open account in which a local governing body on which you serve is a party, use NADC Form C-3, Contractual Interest Statement.

Disclosure of the Employment of Immediate Family Members. If you are disclosing the employment of an immediate family member, use NADC Form C-4, Employment of Immediate Family Members Disclosure Statement.

Definitions

Immediate family shall mean a child residing in your household, your spouse or an individual claimed by you or your spouse as a dependent for federal income tax purposes.

Business shall mean any corporation, partnership, limited liability company, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust, activity, or entity. NOTE: The definition includes for profit and non-profit entities.

Business with which you are associated shall mean a business: (1) of which you are the sole proprietor; (2) or in which you are a partner, director, or officer; (3) or in which you or a member of your immediate family is a stockholder of closed corporation stock worth \$1,000 or more at fair market value or which represents more than a 5 percent equity interest, or is a stockholder of publicly traded stock worth \$10,000 or more at fair market value or which represents more than a 10 percent equity interest.

Elective office shall mean a public office filled by an election, except for federal offices. A person who is appointed to fill a vacancy in a public office which is ordinarily elective holds an elective office.

Person means a business, individual, proprietorship, firm partnership, joint venture, syndicate, business trust, labor organization, company, corporation, association, committee, or any other organization or group of persons acting jointly.

Statutory Authority: Section 49-1499.03 Revised Statutes of Nebraska.

Return to Work Form

To be completed by healthcare provider prior to returning to work.

_____ has been treated by me for _____
(Patient) (Condition)

I have examined the Patient named above and reviewed the Patient's job description, if provided. I certify that in accordance with this patient's physical capability (check all that apply)

Restrictions

- Patient may resume work immediately, no restrictions
- Patient may resume work immediately with the following restrictions:
 - Sedentary work (sitting, occasional walking, standing, lifting less than 10 lbs.)
 - Light work (lifting less than 20 lbs.)
 - Medium work (lifting less than 50 lbs.)
 - Heavy work (lifting less than 100 lbs.)
 - Other*: _____
 - Other*: _____

**If "Other" is selected, on a separate sheet of paper address the details of the restriction, the particular duties which are affected, why they are affected, and any accommodations which would allow the employee to perform the duties.*

Hours/Shifts

- He/She is released to work
 - Hours per day: _____
 - His/her normal shift
- He/She may return to work at full duty on _____ (date)
- He/She has a return appointment on _____ (date) at _____ (time)

Other Medically Significant Information the Employer Should Know:

Healthcare Provider's Signature

Date

Printed Name of Healthcare Provider

Telephone Number

Address

Type of Practice

SERVICE ANIMAL REQUEST FORM

Date

School Building

Name of Assisted Person: _____

Assisted person is Staff Student Other

Name of Animal Owner (if different than above): _____

Name of Animal Handler (if different than above): _____

Name of Animal: _____ Type of Animal: Dog Miniature Horse

If it is not readily apparent that the animal qualifies as a "service animal," please answer the following questions:

Is use of the animal required because of a disability? Yes No

What work or task has the service animal been trained to perform?

I have read and understand the school district's Animals Policy. I will abide by the terms of that Policy. I understand that if the service animal is out of control, not housebroken, presents a direct and immediate threat to others in the school, or fundamentally alters the nature of the service, program, or activity that cannot be eliminated by reasonable modifications, the school district may exclude or remove my service animal from its property.

I agree to be responsible for any damage to school property or injury to personnel, students, or others caused by the animal. I agree to indemnify, defend, and hold harmless the school district from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my service animal.

Owner Signature

Date

Parent/Guardian Signature

Date

Assisted Person's Signature

Date

Handler Signature

Date

Please attach the following documentation:

Proof of current licensure

Proof of current vaccinations and immunizations from a licensed veterinarian

APPROVAL

School Official Signature

Date

Title: _____

Note: This form is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different service animal will be used.

Section 504 and Title II Procedures

The following procedures describe the steps that the school district will generally follow in implementing Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act. If any procedure described herein conflicts with or is inconsistent with state or federal laws or regulations, the law or regulation will control. *Nothing in the following procedures creates any enforceable right, educational entitlement or procedural protection that is separate from or in addition to the rights provided by state and federal law and regulation.*

Definition of Child with a Physical or Mental Impairment.

Students with disabilities shall be entitled to protections provided by Section 504 of the Rehabilitation Act. A student with a disability is defined a student with a physical or mental impairments that substantially limits the student in a major life activity.

The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as: (1) medication, medical supplies, equipment, or appliances, low-vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies; (2) use of assistive technology; (3) reasonable accommodations or auxiliary aids or services; or (4) learned behavioral or adaptive neurological modifications. The ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity.

An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability.

An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

The definition of disability shall be construed in favor of broad coverage of individuals under Section 504 and Title II, to the maximum extent permitted by the terms of those laws.

Child Find Process

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

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

Free Appropriate Public Education (FAPE)

The District shall conduct an evaluation of any student who, because of a disability, is in need of special education. The District shall provide a FAPE to each qualified student with a disability in the District's jurisdiction. An appropriate education is the provision of regular or special education and related aids and services that are designed to meet individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met, and complies with applicable federal regulations.

Educational Services for Children with Disabilities

The District shall educate, or shall provide for the education of, each qualified student with a disability in its jurisdiction with students without disabilities to the maximum extent appropriate to the needs of the student with a disability. The District shall place a student with a disability in the regular educational environment unless it is demonstrated by the District that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily.

The District shall ensure that students with disabilities participate with students without disabilities in nonacademic and extracurricular services and activities to the maximum extent appropriate to the needs of the

student with a disability. Nonacademic and extracurricular services and activities include, but are not limited to, meals, recess periods, counseling services, physical recreational athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the District, referrals to agencies which provide assistance to students with disabilities, and employment of students.

Evaluation and Placement

The District shall conduct an evaluation of any student who, because of a disability, needs or is believed to need special education or related services before taking any action with respect to the initial placement of the student in regular or special education and any subsequent significant change in placement. The District shall ensure that:

- Tests and other evaluation materials have been validated for the specific purpose for which they are used and are administered by trained personnel in conformance with the instructions provided by their producer.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered so as best to ensure that, when a test is administered to a student with impaired sensory, manual, or speaking skills, the test results accurately reflect the student's aptitude or achievement level or whatever other factor the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

The District shall ensure the following actions are taken when interpreting evaluation data and making placement decisions:

- Draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior.
- Establish procedures to ensure that information obtained from all such sources is documented and carefully considered.

- Ensure that the placement decision is made by a group of persons, including persons knowledgeable about the student, the meaning of the evaluation data, and the placement options. A parent(s) or guardian is a required participant if he or she is a person knowledgeable about the student.

Reevaluation

The District shall ensure that students with disabilities who have been provided special education or related services are periodically reevaluated.

Functional Behavioral Analyses and Behavior Intervention Plans

Before the school district will change the educational placement of a student with a disability for disciplinary reasons, the school district will conduct a functional behavioral assessment (FBA) and, when appropriate, will develop a behavior intervention plan (BIP) based on information in the FBA. The FBA will be conducted by qualified professionals and team members, including parents, who are knowledgeable about the student and the student's behaviors.

Once a BIP is implemented all staff will continue to apply it with fidelity until and unless the BIP is modified or discontinued by the student's educational team. The team will review the student's behavior progress at meetings scheduled by the 504 coordinator at appropriate and periodic intervals, depending on the needs and behaviors of the student.